

Carrie M. Francis (309280)  
[carrie.francis@stinson.com](mailto:carrie.francis@stinson.com)  
Lonnie J. Williams, Jr. (*Pro Hac Vice* Forthcoming)  
[lonnie.williams@stinson.com](mailto:lonnie.williams@stinson.com)  
**STINSON LEONARD STREET LLP**  
1850 North Central Avenue, Suite 2100  
Phoenix, Arizona 85004-4584  
Tel: (602) 279-1600  
Fax: (602) 240-6925

Christopher P. Level (161755)  
[clevel@yokasmith.com](mailto:clevel@yokasmith.com)  
**YOKA & SMITH, LLP**  
445 South Figueroa Street, 38th Floor  
Los Angeles, CA 90071  
Tel: (213) 427-2300  
Fax: (213) 427-2330

Attorneys for Defendant SCI Direct, Inc.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

Nicole Romano, individually and on  
behalf of all others similarly  
situated,

Plaintiff,

v.

SCI Direct, Inc. and Does I to 50,  
inclusive,

Defendants.

Case No. 2:17-cv-03537

Superior Court of Los Angeles Case  
No. BC656654

**NOTICE OF REMOVAL OF  
CIVIL ACTION UNDER 28 U.S.C.  
§ 1332, 1441, 1446 AND 1453**

**Demand for Jury Trial**

PLEASE TAKE NOTICE THAT Defendant SCI Direct, Inc. (“SCI Direct”) hereby removes this action from the Superior Court of the State of California, County of Los Angeles, to the United States District Court for the Central District of California pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453. The grounds for removal are as follows:

NOTICE OF REMOVAL OF CIVIL ACTION

**THIS COURT HAS JURISDICTION**

1  
2 1. This Court has original jurisdiction based on two separate,  
3 independent grounds. First, under the provisions of 28 U.S.C. § 1332, this action  
4 may be removed to this Court by SCI Direct pursuant to the provisions of 28  
5 U.S.C. § 1441(a) because it is a civil action between citizens of different states  
6 and the matter in controversy herein exceeds the sum or value of \$75,000,  
7 exclusive of interest and costs.

8 2. Second, this Court has original jurisdiction over this action pursuant  
9 to the Class Action Fairness Act of 2005 ("CAFA") 28 U.S.C. § 1332(d), which  
10 vests the United States district courts with original jurisdiction of any civil action:  
11 (a) that is a class action with a putative class of more than a hundred (100)  
12 members; (b) in which any member of a class of plaintiffs is a citizen of a State  
13 different from any defendant; and (c) in which the matter in controversy exceeds  
14 the sum or value of \$5,000,000, exclusive of interest and costs. 28 U.S.C.  
15 §1332(d). CAFA authorizes removal of such actions in accordance with 28  
16 U.S.C. §§ 1446 and 1453. As set forth below, this case meets all of CAFA's  
17 requirements for removal and is timely and properly removed by the filing of this  
18 Notice.

19 3. Pursuant to 28 U.S.C. § 1446(a), a notice of removal must: (1) be  
20 signed pursuant to Rule 11 of the Federal Rules of Civil Procedure; (2) contain a  
21 "short and plain statement of the grounds for removal"; and (3) be accompanied  
22 by a copy of all process, pleadings, and orders served on the defendant in the  
23 action.

**VENUE IS PROPER**

24  
25 4. Venue is proper in this Court pursuant to 28 U.S.C. sections 84(a),  
26 1391 and 1446, because this action was originally brought in the Superior Court  
27 of California, County of Los Angeles as Case No. BC656654.

**PLEADINGS, PROCESS AND ORDERS**

5. On April 6, 20017, this putative class action was commenced and is currently pending in the Superior Court of California, County of Los Angeles, as Case No. BC656654, entitled *Nicole Romano vs. SCI Direct, Inc., et al.* A true and correct copy of the Class Action Complaint for Damages (the “Complaint”) is attached hereto as **Exhibit A**.

6. The Complaint asserts the following causes of action: (1) violation of California Labor Code §§ 510, 1194 and 1198 (unpaid overtime); (2) violation of California Labor Code § 204 (failure to pay all regular wages); (3) violation of California Labor Code §§ 1194, 11.942 and 1197.1 (minimum wage); (4) violation of California Labor Code §§ 1197.1 and 1199 (failed to pay all regular wages); (5) violation of California Labor Code §§ 226.7 and 512 (unpaid meal period premiums); (6) violation of California Labor Code § 226.7 (unpaid rest period premiums); (7) violation of California Labor Code §§ 201-203 (waiting time penalties); (8) violation of California Labor Code § 226(a) (non-compliant wage statements); (9) violation of California Labor Code §§ 226.8 (willful misclassification of independent contractor); and (10) violation of California Business & Professions Code §§ 17200, *et. seq.* See **Exhibit A**.

7. On April 11, 2017, Plaintiff Nicole Romano (“Plaintiff”) served SCI Direct's statutory agent Corporation Service Company. Attached hereto as **Exhibit B** are true copies of the documents served on SCI Direct, in addition to the Complaint (**Exhibit A**), including the Summons, Notice of Case Assignment, Civil Case Cover Sheet and Addendum, Voluntary Efficient Litigation Stipulations, and related proposed stipulations and case management orders.

1 8. According to the Superior Court docket, a true and correct copy of  
2 which is attached at **Exhibit C**, Plaintiff filed a Return of Service of Summons  
3 and Complaint on April 13, 2017, with respect to SCI Direct. A copy of this  
4 filing was not served on SCI Direct and is not yet available on the Superior  
5 Court of California, County of Los Angeles docket.

6 9. Pursuant to 28 U.S.C. 1446(a), the attached **Exhibits A-C** constitute  
7 all process, pleadings and orders served upon SCI Direct in this action. SCI Direct  
8 has not filed an Answer in Superior Court.

9 **DEFENDANT SCI DIRECT HAS SATISFIED THE PROCEDURAL**  
10 **REQUIREMENTS FOR REMOVAL**

11 10. This Notice of Removal is timely. Plaintiff personally served the  
12 Summons and Complaint on SCI Direct's agent on April 11, 2017. Pursuant to  
13 28 U.S.C. 1446(b) and Federal Rule of Civil Procedure, Rule 6(a)(1)(C), this  
14 Notice of Removal is therefore timely filed as it is filed within thirty (30) days  
15 after SCI Direct was served with the Summons and Complaint and within one  
16 year after commencement of this action. *See Murphy Bros., Inc. v. Michetti Pipe*  
17 *Stringing, Inc.*, 526 U.S. 344, 356 (1999) (30-day removal period runs from the  
18 service of the summons and complaint).

19 11. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is  
20 being served upon counsel for Plaintiff and a "Notice to State Court and Adverse  
21 Parties of Removal of Action" (to include a copy of this Notice of Removal  
22 without Exhibits) will be promptly filed with the Clerk of the Superior Court in  
23 Los Angeles County, and served on all other parties to this action.

24 **THIS COURT HAS DIVERSITY JURISDICTION**

25 12. SCI Direct is, and at all relevant times was, a corporation duly  
26 organized and existing under the laws of the State of Florida, with its  
27 headquarters and principal place of business in the State of Florida and in the  
28

1 State of Texas. Plaintiff concedes SCI Direct is a Florida corporation,  
2 headquartered in Florida. See **Exhibit A**, at 1:18-20; 3:24-25.

3 13. For diversity purposes, a corporation is deemed a citizen of its  
4 state of incorporation and the state where it has its principal place of business.  
5 28 U.S.C. § 1332(c)(1). The principal place of business is "where a  
6 corporation's officers direct, control, and coordinate the corporation's  
7 activities." See *Hertz Corp. v. Friend*, 130 U.S. 1181, 1192-93 (2010). At the  
8 time this action was commenced in state court, SCI Direct was, and remains, a  
9 Florida corporation (via incorporation) with its principal place of business in  
10 Plantation, Florida and Houston, Texas where its corporate offices and  
11 headquarters, and where SCI Direct's executive and administrative functions,  
12 are located. SCI Direct is not, and was not at any relevant time, a citizen of the  
13 State of California.

14 14. Plaintiff is a citizen of California and resident of the County of Los  
15 Angeles. See **Exhibit A**, at 4:3-6. The defined Class Members include Call  
16 Service Representatives working for SCI Direct as independent contractors in  
17 California. *Id.*, at 5:22-27; 10:7-16.

18 15. The Complaint also names Defendants Does 1-50. Pursuant to 28  
19 U.S.C. § 1441(a), the citizenship of these defendants is disregarded.

20 16. The amount in controversy herein far exceeds the sum or value of  
21 \$75,000, exclusive of interest and costs, as detailed more fully below.

22 **THIS COURT HAS JURISDICTION UNDER CAFA**

23 17. In *Dart Cherokee Basin Operating Co. v. Owens*, 135 S.Ct. 547  
24 (2014), the United States Supreme Court clarified the standards applicable to  
25 notices of removal in CAFA cases, confirming a liberal standard in favor of  
26 removing defendants. Specifically, the Supreme Court found that the similarity  
27 of language between the removal statute and Rule 8(a) can only mean that the  
28

1 same liberal pleading standards applied to complaints must also apply to notices  
2 of removal. *Id.* The Supreme Court also held in *Dart* that a removing defendant  
3 is not required to include evidence with its pleading in order to establish that the  
4 elements of federal subject matter jurisdiction are met. *Id.* at 552-553. Only if the  
5 Court or another party challenges jurisdiction should the Court require a  
6 removing defendant to prove, under the applicable "preponderance" standard,  
7 that the jurisdictional requirements are met. "In sum, as specified in § 1446(a), a  
8 defendant's notice of removal need include only a plausible allegation that the  
9 amount in controversy exceeds the jurisdictional threshold. Evidence  
10 establishing the amount is required by § 1446(c)(2)(13) only when the plaintiff  
11 contests, or the court questions, the defendant's allegation." *Id.* at 554. In  
12 addition, there exists no "presumption against removal" in CAFA cases, because  
13 CAFA was specifically enacted by Congress "to facilitate adjudication of certain  
14 class actions in federal court." *Id.*

15 18. This Court has diversity jurisdiction over Plaintiff's action pursuant  
16 CAFA, at 28 U.S.C. § 1332(d). Under CAFA, federal district courts have original  
17 jurisdiction over a class action if (1) it involves 100 or more putative class  
18 members, (2) any class member is a citizen of a state different from any defendant,  
19 and (3) the aggregated amount in controversy exceeds \$5,000,000 (exclusive of  
20 costs and interest). *See* 28 U.S.C. §§ 1332(d)(2), d(5), and(d)(6). CAFA applies to  
21 "class actions," which the statute defines as "any civil action filed under rule 23 of  
22 the Federal Rules of Civil Procedure or similar State statute." 28 U.S.C. §  
23 1332(d)(1)(B).

24 19. Plaintiff plainly brings this lawsuit as a class action. The Complaint  
25 itself is titled "CLASS ACTION COMPLAINT FOR DAMAGES," Plaintiff  
26 seeks to act as a class representative and states in the very first paragraph that  
27 "[t]his class action is brought pursuant to the California Code of Civil Procedure  
28

1 section 382." See **Exhibit A**, at Caption and 1:21-23. Accordingly, CAFA  
2 applies. *E.g., Bodner v. Oreck Direct, LLC*, 2006 WL 2925691, at \*3 (N.D. Cal.  
3 Oct. 12, 2006) (CAFA applies where "Plaintiffs' complaint alleges that the action  
4 is a class action, and recites the prerequisites to a class action under . . . California  
5 Code of Civil Procedure Section 382").

6 20. Plaintiff seeks to represent a class of all current and former  
7 individuals who worked for SCI as an independent contractor within the  
8 State of California at any time during the period from four years preceding  
9 the filing of this Complaint. See **Exhibit A**, at 10:3-16.

10 21. The parties agree that the proposed group of Class Members  
11 exceed 100 persons. See **Exhibit A**, at 12:13-14.

12 22. Based upon SCI Direct's preliminary review of its records, the  
13 number of proposed Class Members during the time period from April 6, 2013  
14 to the present date, exceeds 100, and totals 263 people.

15 23. CAFA's minimal diversity requirement is satisfied, inter alia,  
16 when "any member of a class of plaintiffs is a citizen of a State different  
17 from any defendant." 28 U.S.C. §§ 1332(d)(2)(A); 1453(b). Minimal  
18 diversity of citizenship exists here because Plaintiff and SCI are citizens of  
19 different states: California and Florida or Texas.

20 24. Plaintiff has conceded that she is domiciled in California. See  
21 **Exhibit A**, at 4:3-6. Allegations of residency in a state court complaint can create  
22 a rebuttable presumption of domicile supporting diversity of citizenship. *Lew v.*  
23 *Moss*, 797 F.2d 747, 751 (9th Cir. 1986). Therefore, Plaintiff is a citizen of  
24 California for diversity purposes.

25 25. Conversely, SCI Direct is not a citizen of California. As Plaintiff  
26 concedes, SCI Direct is a citizen of Florida. See **Exhibit A**, at 1:18-20; 3:24-26.  
27 As described above, at the time this action was commenced in state court, SCI  
28



1 Direct was, and remains, a Florida corporation (via incorporation) with its  
2 principal place of business in Plantation, Florida and Houston, Texas where its  
3 corporate offices and headquarters, and where SCI Direct's executive and  
4 administrative functions, are located.

5 26. Accordingly, the named Plaintiff is a citizen of a state different from  
6 SCI Direct, and diversity exists for purposes of CAFA jurisdiction. *See* 28 U.S.C.  
7 §§ 1332(d)(2)(A), 1453.

8 27. The amount in controversy exceeds \$5,000,000.<sup>1</sup> CAFA's  
9 \$5,000,000 threshold for the "amount in controversy," is not the same as the  
10 amount ultimately recovered. *Lara v. Trimac Transp. Servs. Inc.*, 2010 WL  
11 3119366, at \*3 (C.D. Cal. Aug. 6, 2010). Rather, in assessing the amount in  
12 controversy, courts must "assume that the allegations of the complaint are true  
13 and assume that a jury will return a verdict for the plaintiff on all claims made in  
14 the complaint." *Kenneth Rothschild Trust v. Morgan Stanley Dean Witter*, 199 F.  
15 Supp. 2d 993, 1001 (C.D. Cal. 2002). The ultimate inquiry is what amount is put  
16 "in controversy" by the plaintiff's complaint, not what a defendant will actually  
17 owe. *Rippee v. Boston Market Corp.*, 408 F. Supp. 2d 982, 986 (S.D. Cal. 2005).  
18 After all, "the amount in controversy is simply an estimate of the total amount in  
19 dispute, not a prospective assessment of defendant's liability." *Lewis v. Verizon*  
20 *Communications, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) (citing *McPhail v.*  
21 *Deere & Co.*, 529 F.3d 947, 956 (10th Cir. 2008)). Additionally, "the amount in  
22 controversy is not measured by the low end of an open-ended claim, but rather by  
23 a reasonable reading of the value of the rights being litigated"); *Valdez v. Allstate*

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24 <sup>1</sup> The alleged damage calculations set forth in the instant Notice of Removal are  
25 provided for purposes of removal only. SCI Direct denies that Plaintiff or any  
26 putative class member is entitled to any relief whatsoever and expressly reserves  
27 the right to challenge Plaintiff's claims and her alleged damages at every stage of  
28 this case.



1 *Ins. Co.*, 372 F.3d 1115, 1117 (9th Cir. 2004) (stating that "[t]he amount-in-  
2 controversy inquiry in the removal context is not confined to the face of the  
3 complaint") (citations omitted).

4 28. Congress intended federal jurisdiction to be appropriate under CAFA  
5 "if the value of the matter in litigation exceeds \$5,000,000 either from the  
6 viewpoint of the plaintiff or the viewpoint of the defendant, and regardless of the  
7 type of relief sought (*e.g.*, damages, injunctive relief, or declaratory relief)." *See*  
8 Senate Judiciary Committee Report, S. REP. 109-14 at 42. In addition, the Senate  
9 Judiciary Committee's Report on the final version of CAFA makes clear that any  
10 doubts regarding the maintenance of interstate class actions in state or federal  
11 court should be resolved in favor of federal jurisdiction. S. REP. 109-14 at 42-43  
12 ("[I]f a federal court is uncertain about whether 'all matters in controversy' in a  
13 purported class action 'do not in the aggregate exceed the sum or value of  
14 \$5,000,000,' the court should err in favor of exercising jurisdiction over the case .  
15 . . [Section 1332(d)] should be read broadly, with a strong preference that  
16 interstate class actions should be heard in federal court if removed by the  
17 defendant.")

18 29. In calculating the amount in controversy, the claims of class  
19 members may be aggregated to determine whether the amount in controversy has  
20 been satisfied. 28 U.S.C. § 1332(d)(6).

21 30. Plaintiff's Complaint here is silent as to the total amount in  
22 controversy. However, as demonstrated herein, Plaintiff's allegations, when  
23 accepted as true, place more \$5,000,000 in controversy in this lawsuit. By  
24 demonstrating that the amount in controversy exceeds the CAFA threshold, SCI  
25 Direct in no way concedes the validity of Plaintiff's claims in any respect or the  
26 likelihood that Plaintiff will obtain certification or recover anything.

31. SCI Direct's calculation of the amount in controversy is based on proposed Class Members for the four years preceding the filing of the Complaint, being the stated Class Period. See Exhibit A, at 10:3-6. Plaintiff's Complaint does not provide sufficient detail to analyze the value of each claim asserted. For example, Plaintiff's allegations with respect to her unpaid overtime claims do not adequately state the number of hours of overtime worked, the amount of overtime owed, or even whether the Class Members were denied the whole of the time-and-a-half their regular rate owed them or, instead, whether they were paid straight time for hours worked beyond eight in a day or forty in a week and therefore they are merely seeking the remaining half-time their regular rate. See Exhibit A, at 17:6-18:13. Even though the damages sought for this unpaid overtime claim will likely be substantial, the minimum threshold of \$5,000,000 can be met by reviewing the claims asserted wherein sufficient detail is provided. These calculations are set forth in the below chart:

Complaint Count	Calculation Facts	Potential Damages
Count 1: violation of California Labor Code §§ 510, 1194 and 1198 (unpaid overtime)	Insufficient information	None considered for removal threshold
Count 2: violation of California Labor Code § 204 (failure to pay all regular wages)	Insufficient information	None considered for removal threshold
Count 3: violation of California Labor Code §§ 1194, 11.942 and 1197.1 (minimum wage)	Insufficient information to calculate wage loss claim, but for purposes of other aspects of this calculation, SCI Direct uses the average minimum wage of \$9 per hour. Prior to	None considered for removal threshold

	January 1, 2014, the minimum wage was \$8 per hour; between January 1, 2014 and January 1, 2016, the minimum wage was \$9 per hour; after January 1, 2016, the minimum wage was \$10 per hour.	
Count 4: violation of California Labor Code §§ 1197.1 and 1199 (failed to pay all regular wages)	Insufficient information	None considered for removal threshold
Count 5: violation of California Labor Code §§ 226.7 and 512 (unpaid meal period premiums)	1 hour at regular rate (assumed \$9 per hour) for each meal period not provided as penalty. Plaintiff alleges the Class Members were regularly denied duty free meal periods ( <u>Exhibit A</u> , at 21:18-22-17). Plaintiff further alleges that Class Members are entitled to civil penalties of \$50 for each pay period during which the Class Member was underpaid, and \$100 for each subsequent violation. <i>Id.</i>	5 meal periods per week x 50 weeks = 250 missed meal breaks  250 missed meal breaks x \$9 per hour = \$2,250 per year  \$2,250 for each of the 263 Class Members = <b>\$591,750<sup>2</sup></b>  26 pay periods per year  At \$50 for the first violation and \$100 for every violation thereafter = civil penalties of \$2,650

<sup>2</sup> SCI Direct, in an effort to present a conservative analysis is limiting this calculation to one year vs. four.

		<p>\$2,650 for each of the 263 Class Members = <b>\$696,950</b></p> <p><b>Total for this claim = \$1,288,700</b></p>
Count 6: violation of California Labor Code § 226.7 (unpaid rest period premiums)	Same damages as unpaid meal premiums	None considered for removal threshold
Count 7: violation of California Labor Code §§ 201-203 (waiting time penalties)	Plaintiff alleges that based on violations Class Members are entitled to continued payment of wages upon separation of employment for up to 30 days ( <b>Exhibit A</b> , at 24:13-22).	<p>8 hours per day x \$9 per hour = \$72 per day</p> <p>\$72 x 30 days = \$2,160</p> <p>\$2,160 for 215 Class Members = <b>\$464,400</b></p>
Count 8: violation of California Labor Code § 226(a) (non-compliant wage statements)	Plaintiff alleges that SCI Direct regularly failed to provide accurate wage statements subjecting it to civil penalties not to exceed \$4,000 per employee ( <b>Exhibit A</b> , at 25:16-26:3).	\$4,000 for each of the 263 Class Members = <b>\$1,052,000</b>
Count 9: violation of California Labor Code §§ 226.8 (willful misclassification of independent contractor)	Plaintiff alleges that SCI Direct willfully misclassified employees as independent contractors subjecting SCI Direct to a civil penalty for each violation in an amount not less than \$10,000 and not more than \$25,000 ( <b>Exhibit A</b> , at	Assuming \$15,000 for each of 263 Class Members = <b>\$3,945,000</b>

NOTICE OF REMOVAL OF CIVIL ACTION

	26:8-21).	
Count 10: violation of California Business & Professions Code §§ 17200, <i>et. seq.</i>	Insufficient information	None considered for removal threshold

Given this reasonable preliminary analysis, based on only a small quantitative part of the claims and allegations alleged in the Complaint, potential damages of the Class Members easily exceeds **\$6,750,100.**

32. Attorneys' fees are also includable in the amount in controversy where the underlying statute authorizes an award of fees. *Lowdermilk v. U.S. Bank Nat'l Ass 'n*, 479 F.3d 994, 1000 (9<sup>th</sup> Cir. 2007) *overruled on other grounds by Standard Fire Ins. Co. v. Knowles*, 133 S.Ct. 1345 (2013). Plaintiff is seeking attorneys' fees. See **Exhibit A**, at Prayer for Relief, subsection (t). The Ninth Circuit has recognized 25% as an appropriate benchmark for fee awards in class action cases. See *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1029 (9<sup>th</sup> Cir. 1998). Under that benchmark, and based on the demonstrated amount in controversy of **\$6,750,100**, and then multiplying that number by .25 (25%) it is reasonable to place the attorneys' fees in controversy at a minimum of **\$1,687,525.** Adding that amount to the previously calculated value only serves to underscore the conclusion that this case easily exceeds the \$5,000,000 threshold.

### **CONCLUSION**

33. This Court has original jurisdiction over Plaintiff's claims by virtue of diversity jurisdiction and CAFA. This action is thus properly removable to federal court pursuant to 28 U.S.C. § 1441. In the event this Court has a question regarding the propriety of this Notice of Removal, SCI Direct requests the opportunity to submit evidence, points and authorities further supporting the removal of this action.

1 RESPECTFULLY SUBMITTED this 10<sup>th</sup> day of May, 2017.

2 **STINSON LEONARD STREET**  
3 **LLP**

4 By: /s/ Carrie M. Francis

5 Carrie M. Francis  
6 1850 North Central Avenue, Suite  
7 2100  
8 Phoenix, Arizona 85004-4584

9 **YOKA & SMITH, LLP**

10 Christopher P. Level  
11 445 South Figueroa Street, 38th Floor  
12 Los Angeles, CA 90071

13 Attorneys for Defendant SCI Direct,  
14 Inc.

15 **CERTIFICATE OF SERVICE**

16 I hereby certify that on May 10, 2017, I caused the foregoing document to  
17 be filed electronically with the Clerk of Court through ECF; and as Plaintiff's  
18 counsel is not yet a registered ECF user for this matter, I sent a copy by U.S. Mail  
19 and email of this same filing to:

20 Todd M. Friedman  
21 [tfriedman@toddflaw.com](mailto:tfriedman@toddflaw.com)  
22 Adrian R. Bacon  
23 [abacon@toddflaw.com](mailto:abacon@toddflaw.com)  
24 Law Offices of Todd M. Friedman, P.C.  
25 21550 Oxnard St., Suite 780  
26 Woodland Hills, CA 91367

27 /s/ Linda Holder

## **Exhibit A**



**COPY**

Todd M. Friedman (SBN 216752)  
Adrian R. Bacon (SBN 280332)  
Law Offices of Todd M. Friedman, P.C.  
21550 Oxnard St., Suite 780  
Woodland Hills, CA 91367  
Phone: 877-206-4741  
Fax: 866-633-0228  
tfriedman@toddflaw.com  
abacon@toddflaw.com  
Attorneys for Plaintiff,  
Nicole Romano

**CONFORMED COPY**  
OF ORIGINAL FILED  
Los Angeles Superior Court

APR 06 2017

Sherri R. Carter, Executive Officer/Clerk  
By Shaunya Bolden, Deputy

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

Nicole Romano, individually and on behalf  
of all others similarly situated,

Plaintiff,

vs.

SCI DIRECT, INC. and DOES 1 to 50,  
inclusive,

Defendants.

CASE NO.:

CLASS ACTION B C 6 5 6 6 5 4

CLASS ACTION COMPLAINT FOR  
DAMAGES

JURY DEMAND

BY FAX

Plaintiff Nicole Romano (hereinafter "Plaintiff"), on behalf of herself and all those similarly situated, alleges the following as and for a complaint against Defendants SCI DIRECT, INC., a Florida corporation that is headquartered in Florida and that conducts a substantial portion of its business in California, and DOES 1 through 50 (hereinafter sometimes collectively referred to as "Defendants").

Plaintiff brings this Class Action against Defendants, and each of them, pursuant to California *Code of Civil Procedure* § 382. All allegations in this Class Action Complaint ("Complaint") are based upon information and belief, except for those allegations which pertain to the Plaintiff named herein and her counsel. Plaintiff's information and beliefs are based upon, *inter alia*, the investigation conducted to date by Plaintiff and her counsel. Each allegation in this Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

Class Action Complaint And Jury Demand

**INTRODUCTION**

1  
2 1. This action is within the Court's jurisdiction pursuant to the provisions of California  
3 *Labor Code* §§ 201-204, 226, 226.7, 510, 1194, 1194.2 and 1199, and California *Business and*  
4 *Professions Code* §§ 17200, *et seq.*

5 2. This Complaint challenges systemic illegal employment practices resulting in  
6 violations of the California *Labor Code*, *Business and Professions Code*, and applicable Industrial  
7 Welfare Commission ("IWC") wage order against employees of Defendants.

8 3. Plaintiff is informed and believes and based thereon alleges that Defendants, jointly  
9 and severally, have acted intentionally and with deliberate indifference and conscious disregard of  
10 the rights of all employees in, among other things, failing to provide the statutorily required meal  
11 and rest periods and failing to pay the statutorily required meal period and rest period premium  
12 wages when not provided, failing to pay all minimum, regular and overtime wages due, failing to  
13 pay wages in a timely fashion, including at the end of employment, mis-classifying employees so as  
14 to avoid payment of wages, and failing to keep statutorily required payroll records.

15 4. Plaintiff is informed and believes and based thereon alleges that Defendants have  
16 engaged in, among other things, a system of willful violations of the California *Labor Code*,  
17 *Business and Professions Code*, and applicable IWC wage order, including, but not limited to, Labor  
18 Code §§ 201-203, 221, 222.5, 223, 226.8, 226.3, 226.7, 400-410, 450, 510, 512, 1182, 1174, 1194,  
19 1197, 1197.1, and 2802; California Code of Regulations, Title 8 §11090 section 7 & 11-12;  
20 California Wage Order No. 1-2001 (8 Cal. Code Reg., § 11090); and Industrial Wage Commission  
21 Wage (hereinafter "IWC") Order No. 4. Specifically, Plaintiff challenges Defendants' acts of  
22 creating and maintaining policies, practices and customs of: (1) classifying Call Service  
23 Representatives as independent contractors instead of employees; (2) failing to reimburse Plaintiff  
24 and the Class for reasonable business expenses; (3) failing to provide, authorize, permit and/or make  
25 available meal and rest periods to Plaintiff and the Class as required by California law; (4) denying  
26 Plaintiff and the Class full compensation for all hours worked; (5) failing to pay Plaintiff and the  
27 Class minimum wage; (6) failing to pay Plaintiff and the Class overtime and double time; (7) failing  
28 to provide Plaintiff and the Class with accurate, itemized wage statements; (8) failing to timely pay

1 Plaintiff and the Class full wages upon termination or resignation; and (9) engaging in a pattern or  
2 practice of willfully misclassifying employees as independent contractors. Plaintiff seeks  
3 compensation, damages, penalties and interest to the full extent permitted by the Labor Code and  
4 IWC Wage Orders.

5 5. The policies, practices and customs of Defendants described above and below have  
6 resulted in the unjust enrichment of Defendants and an unfair business advantage over businesses  
7 that routinely adhere to the strictures of the California *Labor Code* and the *Business and Professions*  
8 *Code*.

#### 9 JURISDICTION AND VENUE

10 6. This Court has jurisdiction over the alleged violations of the California *Labor Code*  
11 §§ 201-204, 226, 226.7, 510, 512, 1194, 1194.2, 1197.1, 1198 and 1199, and California *Business*  
12 *and Professions Code* §§ 17200, *et seq.*

13 7. This case is subject to the jurisdiction of this Court pursuant to California *Labor*  
14 *Code*, California *Business and Professions Code*, California *Code of Civil Procedure*, and the  
15 California Department of Industrial Relations. On information and belief, and at all times relevant,  
16 Defendants operate and are doing business under the brand names of SCI DIRECT, INC.  
17 Defendants, and each of them, do business throughout the State of California, including Los Angeles  
18 County where Plaintiffs were employed.

19 8. The unlawful acts alleged herein have a direct effect on Plaintiff and other employees  
20 similarly situated within the State of California. Plaintiff and the Class Members have suffered  
21 damages and will continue to suffer the same harm as the Representative Plaintiff as a result of  
22 Defendants', and each Defendant's, wrongful conduct unless the relief requested herein is granted.

#### 23 PARTIES

24 9. Plaintiff is informed and believes and based thereon alleges that Defendant SCI  
25 DIRECT, INC. is a Florida corporation with principal place of business in Florida, which regularly  
26 does business throughout the State of California. Plaintiff is informed and believes and thereon  
27 alleges that Defendants, at all times herein mentioned, is and was doing business in the County of  
28 Los Angeles, State of California.

1       10.       Whenever in this Complaint reference is made to "SCI Direct, Inc.," such allegations  
2 collectively mean and refer to Defendants SCI DIRECT, INC., and its subsidiaries and divisions.

3       11.       Plaintiff Nicole Romano is, and at relevant times herein was, a resident of the County  
4 of Los Angeles, California. Plaintiff was at all relevant times Call Service Representatives employed  
5 by Defendants. Plaintiff was employed as an independent contractors Call Service Representative,  
6 and worked in Los Angeles County, California.

7       12.       Although Plaintiff was classified as an independent contractors, and not classified as  
8 employees, Plaintiff's employment nonetheless was subject to substantial control by Defendants  
9 over her wages, hours and working conditions.

10       13.       Plaintiff is informed and believes and based thereon alleges that at all times herein  
11 mentioned Defendants are and were corporations, business entities, individuals, and partnerships,  
12 licensed to do business and actually doing business in the State of California.

13       14.       Plaintiff does not know the true names or capacities, whether individual, partner or  
14 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said  
15 Defendants are sued under such fictitious names. Plaintiff prays for leave to amend this Complaint  
16 when the true names and capacities of said Doe Defendants become known to Plaintiff. Plaintiff is  
17 informed and believes and thereon alleges that each of said fictitious Defendants were responsible in  
18 some way for the matters alleged herein, and proximately caused Plaintiff, as well as members of the  
19 Class and members of the general public, damages as more specifically identified below.

20       15.       At all times herein mentioned, each of said Defendants participated in the doing of  
21 the acts hereinafter alleged to have been done by the named Defendants; and, furthermore, the  
22 Defendants, and each of them, were the agents, servants and employees of each of the other  
23 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting  
24 within the course and scope of said agency and employment.

25       16.       Plaintiff is informed and believes and based thereon alleges that at all times material  
26 hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer  
27 of, or working in concert with, each of the other co-Defendants and was acting within the course and  
28 scope of such agency, employment, joint venture, or concerted activity. To the extent said acts,

1 conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants  
2 confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

3 17. At all times herein mentioned, Defendants, and each of them, were members of, and  
4 engaged in, a joint venture, partnership and common enterprise, and acted within the course and  
5 scope of, and in pursuance of, said joint venture, partnership and common enterprise.

6 18. Plaintiff is further informed and believes and based thereon alleges, at all times herein  
7 material, each Defendants were completely dominated and controlled by its Co-Defendants, and  
8 each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to  
9 any conduct by Defendants or Defendants, such allegations and references shall also be deemed to  
10 mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever  
11 and wherever reference is made to individuals who are not named as Defendants in this Complaint,  
12 but were employees and/or agents of Defendants, such individuals at all relevant times acted on  
13 behalf of Defendants named in this Complaint within the scope of their respective employments.

14 19. At all times herein mentioned, the acts and omissions of various Defendants, and each  
15 of them, concurred and contributed to the various acts and omissions of each and all of the other  
16 Defendants in proximately causing the injuries and damages as herein alleged. At all times herein  
17 mentioned, Defendants, and each of them, ratified each and every act or omission complained of  
18 herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts  
19 and omissions of each and all of the other Defendants in proximately causing the damages as herein  
20 alleged.

21 **FACTUAL ALLEGATIONS**

22 20. At all times herein mentioned, Class Members, including Plaintiff, was employees of  
23 Defendants in the State of California, and Defendants were and are employers employing persons in  
24 the State of California. As such, Class Members, including Plaintiff, was the type of persons  
25 contemplated to be protected by the California *Labor Code* and the Wage Order, and said laws and  
26 regulations were intended to apply to Defendants and to prevent the type of injury and damage  
27 herein.

1       21.       Plaintiff is informed and believes and based thereon alleges that Defendants are and  
2 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of  
3 the requirements of California's wage and hour laws.

4       22.       During the relevant time period of this action, Defendants have employed, and  
5 continue to employ, Plaintiff and other similarly situated individuals ("Call Service Representative")  
6 to provide Call Service Representative services for its customer. Defendant's entire business model  
7 is premised on outsourcing its call services onto Call Service Representatives as independent  
8 contractors, as a method of cutting costs, and thereby gain a competitive advantage.

9       23.       Defendants has devised an elaborate scheme to skirt the requirements under the  
10 California Labor Code, by misclassifying its Call Service Representatives as independent contractors  
11 rather than employees, denying them the benefits of employment, and shifting the vast majority of  
12 the cost of doing business onto the employees who carry out the day to day customer service duties  
13 for Defendants, in fulfillment of its call services.

14       24.       Defendants characterize its Call Service Representative as independent contractors  
15 who merely utilize Defendants' offices and supplies to provide Call Service Representative services  
16 to provide customer support and solicit sales. In fact, these Call Service Representatives are  
17 subject to high levels of control by Defendants over their wages, hours and working conditions, such  
18 that the conditions of their employment are in fact dominated and controlled in every material  
19 aspect, by Defendants.

20       25.       Defendants' control over Plaintiff's and Class Members' wages, hours and working  
21 conditions, begins with Defendants' requirement that each Call Service Representative enter into a  
22 written agreement with Defendants, as to the terms of their employment. This agreement specifies  
23 that Call Service Representative must adhere to strict rules and regulations put in place at  
24 Defendants' sole discretion.

25       26.       Defendants maintain sole discretion over the terms of the independent contractor  
26 agreement, and require applicants to sign these agreements with no ability to negotiate the terms, but  
27 rather as a condition of employment.

28       27.       The Agreements are drafted exclusively by Defendants and/or its legal counsel.



1        28.        The Agreement purports to classify Call Service Representatives as independent  
2 contractors so as to conceal the true nature of the relationship between Defendants and their Call  
3 Service Representative; that of employer and employees.

4        29.        Defendants retain the right to terminate Call Service Representatives without notice if  
5 they fail to adhere to any part of the Agreement. Defendants require Call Service Representatives to  
6 comply with their numerous policies and procedures, or face possible termination

7        30.        Defendants maintain exclusive control over the rates of pay that Call Service  
8 Representatives will receive, which is based on an hourly rate and other factors, determined at the  
9 sole discretion of Defendants. Defendants reserve the right to make adjustments to their rates of pay,  
10 at any time, without notice to Call Service Representatives directly impacting the wages earned by  
11 Plaintiff and Class Members.

12        31.        Call Service Representatives are required to agree to Defendants' pay schedule,  
13 which is subject to change, in order to work for Defendants.

14        32.        Defendants' managers also supervise and oversee the work performed by Call Service  
15 Representatives, and are in regular communication with Call Service Representatives about  
16 Defendants' policies and procedures, and about the job duties of Call Service Representatives.

17        33.        Call Service Representatives must utilize Defendants' offices and supplies in order to  
18 access Defendants' network of customers. Defendants' application place serious limitations and  
19 requirements on Call Service Representatives in how they are required to carry out their job duties.  
20 Having a Smartphone is a condition of employment with Defendants as a Call Service  
21 Representatives.

22        34.        Defendants determine where Call Service Representatives are required to work, when  
23 they are required to work, and how they are required to work. Specifically, Defendants will set Call  
24 Service Representatives work schedules, which instruct them where and when to work.

25        35.        Defendants require Call Service Representatives to provide a full report to  
26 Defendants, including hours worked, clients called, and sales made. Defendants maintain attendance  
27 records, and have the ability to maintain accurate time records for all hours worked by Call Service  
28 Representative.



1 36. Defendants fail to account for all time worked by Call Service Representative, and  
2 fail to fully compensate Call Service Representatives for all working time. Further, where Call  
3 Service Representatives work more than 40 hours in a week or 8 hours in a day, Defendants fail to  
4 pay Call Service Representative overtime wages, including by not paying for all compensable hours,  
5 and by using an improper regular rate of pay for purposes of said calculations.

6 37. Defendants provide Call Service Representatives with no meal or rest breaks, and do  
7 not provide Call Service Representatives with any of the other benefits of employment.

8 38. Specifically as to meal breaks, Defendant's written policy concerning meal breaks is  
9 that Call Service Representatives are to receive a meal break only in instances where their shift is 8  
10 hours or longer in length. In practice, even when Call Service Representatives work for 8 hours or  
11 more, Defendant fails to provide breaks, provides them late, does not provide breaks that are duty  
12 free, and otherwise provides non-compliant breaks, such that a compliant meal break is the exception  
13 rather than the norm. Further, Defendant fails to maintain accurate time records regarding meal  
14 breaks for Call Service Representatives.

15 39. Plaintiff is informed and believes and based thereon alleges that Defendants know,  
16 should know, knew or should have known that Class Members, including Plaintiff, was entitled to  
17 receive duty-free meal periods within the first five (5) hours of any shift of six (6) or more hours  
18 worked, and that any failure to do so requires Defendants to pay Class Members one (1) hour of  
19 wages per day for untimely, missed, or on-duty meal periods.

20 40. Plaintiff is informed and believes and based thereon alleges that, during the Class  
21 Period, Defendants had a consistent policy or practice of requiring Class Members, including  
22 Plaintiff, to continue working through meal periods, or were required to stay on the premises during  
23 their meal periods, or were interrupted during their meal periods, or Defendants otherwise failing to  
24 provide a duty-free meal period within the first five (5) hours of any shift of six (6) or more hours  
25 worked.

26 41. Plaintiff is informed and believes and based thereon alleges, during the Class Period,  
27 Defendants had a consistent policy or practice of failing to compensate Class Members, including  
28

1 Plaintiff, for duty-free meal periods that were not provided within the first five (5) hours of any shift  
2 of six (6) or more hours worked, and for on-duty meal periods.

3 42. Plaintiff is informed and believes and based thereon alleges that Defendants know,  
4 should know, knew or should have known that Class Members, including Plaintiff, was and is  
5 entitled to one (1) ten (10) minute rest break for each shift of four (4) hours or more, and that any  
6 failure to allow said breaks requires Defendants to pay Class Members, including Plaintiff, one (1)  
7 hour of wages per day for missed or on-duty rest breaks.

8 43. Plaintiff is informed and believes and based thereon alleges that during the Class  
9 Period, Defendants had a consistent policy or practice of failing to provide to Class Members,  
10 including Plaintiff, one (1) ten (10) minute break for each shift of four (4) hours or more worked.

11 44. Plaintiff is informed and believes and based thereon alleges that, during the Class  
12 Period, Defendants had a consistent policy or practice of failing to compensate Class Members,  
13 including Plaintiff, for missed rest breaks that were not provided within each four (4) hours of a  
14 shift.

15 45. Plaintiff is informed and believes and based thereon alleges that, during the Class  
16 Period, Defendants had a consistent policy or practice of failing to compensate Class Members,  
17 including Plaintiff, overtime pay for all overtime hours, and regular pay for any regular hours  
18 worked, and at least minimum wage for all hours worked.

19 46. Plaintiff is informed and believes and based thereon alleges that, during the Class  
20 Period, Defendants had a consistent policy or practice of failing to provide Class Members,  
21 including Plaintiff, with accurate wage statements reflecting the true number of hours worked due to  
22 Defendants' failure to provide lawful, timely, and duty-free meal and rest periods and failure to  
23 document all hours worked.

24 **CLASS ALLEGATIONS**

25 47. Plaintiff brings this action individually, as well as on behalf of each and all other  
26 persons similarly situated and, thus, seek class certification under California *Code of Civil*  
27 *Procedure* § 382.  
28

1 48. All claims alleged herein arise under California law for which Plaintiff seeks relief  
2 authorized by California law.

3 49. The "Class Period" is designated as the time from four years prior to the filing of this  
4 Complaint, to the trial date, based upon the allegation that the violations of California's wage and  
5 hour laws, as described more fully below, have been ongoing for at least the four years prior to the  
6 filing of this Complaint.

7 50. Pursuant to California *Code of Civil Procedure* § 382, Plaintiff brings this action on  
8 behalf of the following class:

9 All persons who have been, or currently are, employed by Defendants and who  
10 performed at least one Call Service Representative service in California for  
11 Defendants as an independent contractor during the Class Period and who held, or  
12 hold, the position of Call Service Representative. This definition includes any and all  
13 prior job titles assigned to this position during the Class Period (collectively, the  
14 "Class" or "Class Members"). Excluded from the Class are all persons who were  
15 employed by Defendants as Managers, or in managerial or corporate positions equal,  
16 or superior, to Managers, during the Class Period.

17 51. The Class seeks unpaid wages for meal period and rest periods, regular hours and  
18 overtime hours worked, penalties, equitable relief, interest, and reasonable attorneys' fees and costs,  
19 for failure to comply with applicable sections of the California *Labor Code*, Industrial Welfare  
20 Commission Wage Order No. 4 ("Wage Order"), California *Business and Professions Code*  
21 §§ 17200, *et seq.*, and California *Code of Civil Procedure* § 1021.5.

22 52. This action is also brought by Plaintiff on behalf of a sub-class, as follows:  
23 All Class Members whose employment ended at any time during the Class Period (collectively, the  
24 "Former Employee Sub-Class" or "Former Employee Sub-Class Members").

25 53. The Former Employee Sub-Class Members seek waiting time penalties of up to thirty  
26 (30) days wages each, pursuant to California *Labor Code* § 203, due to Defendants' failure to pay all  
27 wages due and owing at the time of termination of the employment relationship.

1       54.       Under California *Business and Professions Code* §§ 17200, *et seq.* ("Unfair Practices  
2 Act"), and pursuant to both the class action and representative action procedures provided for in  
3 these statutes, Plaintiff, on behalf of themselves and the proposed Class Members, also seeks  
4 restitution of all benefits Defendants have received from its unlawful actions as alleged herein.

5       55.       During Plaintiff's and Class Members' employment with Defendants, Defendants did  
6 not provide meal or rest periods in compliance with California law, and did not compensate Plaintiff  
7 and members of the Class for all regular hours worked, for all overtime hours worked, or for meal or  
8 rest periods that did not comply with California law (including, but not limited to, missed meal and  
9 rest periods). Plaintiff and the Class Members they seek to represent did not voluntarily or willfully  
10 waive their meal or rest periods. Defendants maintained and implemented a course of conduct  
11 requiring Plaintiff and Class Members to involuntarily waive their meal or rest periods as a condition  
12 of employment and failed to obtain uncoerced waivers.

13       56.       During Plaintiff's and Class Members' employment with Defendants, Defendants did  
14 not reimburse Call Service Representative for business expenses incurred in the course of their  
15 employment, in violation of California *Labor Code* §§ 2800 *et. seq.*

16       57.       Defendants did not keep accurate records of the hours worked by Plaintiff and  
17 members of the Class, or of the amount of wages due to them. Plaintiff was and is a victim of the  
18 policies, practices and customs of Defendants complained of in this action in ways that have  
19 deprived them of the rights guaranteed by California *Labor Code* §§ 201-204, 226, 226.7, 510, 512,  
20 1194, 1194.2, 1197.1, 1198 and 1199, and California *Business and Professions Code* §§ 17200, *et*  
21 *seq.* (Unfair Practices Act).

22       58.       As such, and based upon all the facts and circumstances incident to Defendants'  
23 business in California, Defendants are subject to California *Labor Code* §§ 201-204, 226, 226.7,  
24 227.3, 1194, 1194.2 and 2802, and California *Business and Professions Code* §§ 17200, *et seq.*  
25 (Unfair Practices Act).

26       59.       This action is brought, and may properly be maintained, as a Class Action under  
27 California *Code of Civil Procedure* § 382 because there is a well-defined community of interest in  
28

1 the litigation and the proposed Class is easily ascertainable. This action satisfies the predominance,  
2 typicality, numerosity, superiority, and adequacy requirements of these provisions.

3       60.       **Numerosity:** The members of the Class are so numerous that joinder of all members  
4 would be impractical, if not impossible. The identity of the members of the Class is readily  
5 ascertainable by review of Defendants' records, including payroll records. Plaintiffs are informed  
6 and believe and based thereon allege that: (a) Class Members regularly were denied payment of all  
7 regular and overtime wages due and denied payment of overtime wages at the proper rate of  
8 overtime pay; (b) Class Members were not provided meal periods or rest periods in compliance with  
9 California *Labor Code* §§ 226.7 and 512 and the applicable IWC wage order, and were not paid all  
10 meal period or rest period premium wages for non-compliant periods; (c) Class Members were not  
11 paid all wages in a timely fashion, including all wages at the end of employment based on  
12 Defendants' own records; and (d) Defendants did not maintain accurate records and provide accurate  
13 wage statements to Class Members, pursuant to California *Labor Code* § 226. Based on information  
14 and belief, there are more than 100 persons who are potentially Class Members.

15       61.       **Adequacy of Representation:** The named Plaintiff is fully prepared to take all  
16 necessary steps to represent fairly and adequately the interests of the Class defined above with whom  
17 they have a well-defined community of interests and typicality of claims as demonstrated herein.  
18 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the Class and the  
19 representative Plaintiff. Plaintiff's attorneys have prosecuted and settled wage-and-hour class  
20 actions in the past and currently have a number of wage-and-hour class actions pending in California  
21 courts. Further, Plaintiff's counsel is competent and experienced in litigation class actions involving  
22 California *Business and Professions Code* §§ 17200, *et seq.*

23       62.       Defendants uniformly administered corporate policies and practices that did not  
24 afford Plaintiffs and Class Members proper meal and rest periods, as required by California *Labor*  
25 *Code* §§ 226.7 and 512 and the applicable IWC wage order, that failed to pay all earned regular and  
26 overtime wages, minimum wages, and all wages owed, and that uniformly paid their employees late  
27 wages. Plaintiff is informed and believe and based thereon alleges that this corporate conduct was  
28

1 accomplished with the advance knowledge and designed intent to willfully withhold appropriate  
2 wages for work performed by Class Members.

3 63. Plaintiff is informed and believes and based thereon alleges that Defendants, in  
4 violation of California *Labor Code* §§ 201 through 203, had a consistent and uniform policy,  
5 procedure and practice of willfully failing to pay Plaintiff and Class Members all wages due them  
6 upon termination. Plaintiff and other Class Members did not secret or absent themselves from  
7 Defendants, nor refuse to accept the earned and unpaid wages from Defendants upon termination.  
8 Accordingly, Defendants are liable for waiting time compensation for the unpaid wages to the Sub-  
9 Class Members pursuant to California *Labor Code* § 203.

10 64. In addition, Defendants uniformly administered a corporate policy, procedure and  
11 practice of not maintaining accurate records, and failing to provide true and accurate wage  
12 statements, as required by California *Labor Code* § 226.

13 65. Plaintiff is informed and believes and based thereon alleges that the foregoing  
14 corporate conduct was accomplished with the advance knowledge and designed intent to willfully  
15 and intentionally fail to accurately record proper rates of pay, hours worked, net wages, and  
16 deductions.

17 66. As a pattern and practice and matter of corporate policy, in violation of the  
18 aforementioned labor laws, Defendants committed unfair practices based on the claims alleged in the  
19 preceding paragraphs.

20 67. **Common Question of Law and Fact:** There are predominant common questions of  
21 law and fact and a community of interest among Plaintiff and the Class Members concerning  
22 whether:

- 23 a) Class Members are independent contractors or employees under applicable law;  
24 b) Defendants have the right to control the manner and means by which the Call Service  
25 Representatives perform their work;  
26 c) Defendants direct and/or supervise the work that the Call Service Representatives  
27 perform;  
28

- d) Defendants' policy manuals and handbooks instruct the Call Service Representatives on how to conduct themselves and perform their work;
- e) The Call Service Representatives use and receive forms and materials provided by Defendants;
- f) The Call Service Representatives attend meetings or training conducted by Defendants regarding their work assignments and performance;
- g) Defendants assign the Call Service Representatives schedules;
- h) Defendants exercise control, directly or indirectly, over Class Members' work hours;
- i) Defendants exercise control, directly or indirectly, over Class Members' working conditions;
- j) Defendants exercise control, directly or indirectly, over the kinds equipment the Call Service Representatives use;
- k) Call Service Representatives need special training, skills or education to perform their work;
- l) Defendants supply tools and equipment to the Call Service Representatives;
- m) The Call Service Representative work is part of the regular business of Defendants;
- n) The method by which Defendants pay the Call Service Representatives;
- o) The Call Service Representatives tenure with the company is indefinite and/or whether the contracts signed by the Call Service Representatives contain automatic renewal clauses and can be terminated by either party;
- p) Defendants have the authority to discipline and/or terminate a Call Service Representative;
- q) The Class Members are entitled to be reimbursed for Defendants' business expenses and deductions;
- r) Defendants failed to provide Plaintiff and the Class Members with meal and rest periods in compliance with California law;
- s) Defendants failed to pay Plaintiff and the Class Members statutory meal and rest period premium wages for non-compliant meal and rest periods;



- t) Plaintiff and the Class Members regularly were denied payment of all overtime wages due for overtime hours worked;
- u) Plaintiff and the Class Members regularly were denied payment of all regular wages due for regular hours worked;
- v) Plaintiff and the Class Members regularly were denied payment of at least minimum wage for all hours worked;
- w) Defendants failed to pay all wages due in a timely fashion under California law;
- x) Waiting time penalties are owed to Plaintiff and the Class Members;
- y) Defendants failed to maintain accurate records of hours worked by Plaintiff and the Class Members, and failed to provided accurate wage statements that comply with California *Labor Code* § 226; and
- z) Defendants' employment practices towards Plaintiff and Class Members constitute unfair business practices pursuant to California *Business and Professions Code* §§ 17200, *et seq.*

68. **Typicality:** The claims of Plaintiff is typical of the claims of all members of the Class. Plaintiff is a member of the Class and have suffered harm as a result of the violations of the Wage Order and California *Labor Code* alleged herein, including but not limited to California *Labor Code* §§ 201-204, 226, 226.7, 227.3, 1194, 1194.2 and 2802.

69. The Wage Order and the California *Labor Code* upon which Plaintiff bases these claims contain provisions that are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power by establishing onerous terms and conditions of employment.

70. The nature of this action and the format of laws available to Plaintiff and members of the Class identified herein make the Class Action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since they

1 would be able to exploit and overwhelm the limited resources of each individual Plaintiff with their  
2 vastly superior financial and legal resources. Requiring each Class Member to pursue an individual  
3 remedy would also discourage the assertion of lawful claims by current employees for fear of  
4 retaliation, and even by former employees, for fear of retaliation within the industry.

5 71. The prosecution of separate actions by the individual Class Members, even if  
6 possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to  
7 individual Class Members against the Defendants, which would establish potentially incompatible  
8 standards of conduct for the Defendants, and/or (b) adjudications with respect to individual Class  
9 Members which would, as a practical matter, be dispositive of the interests of the other Class  
10 Members not parties to the adjudications, or which would substantially impair or impede the ability  
11 of the Class Members to protect their interests. Further, the claims of the individual members of the  
12 Class are not sufficiently large to warrant vigorous individual prosecution considering all of the  
13 concomitant costs and expenses.

14 72. Such a pattern, practice and uniform administration of corporate policy regarding  
15 illegal employee compensation described herein is unlawful and creates an entitlement to recovery  
16 by the Plaintiffs and the Class identified herein, in a civil action, for the unpaid balance of the full  
17 amount of unpaid wages, overtime and vacation wages, including interest thereon, applicable  
18 penalties, reasonable attorney's fees, and costs of suit according to the mandate of California *Labor*  
19 *Code* §§ 218.6, 226, 226.7, 227.3, & 1194, 1194.2 and 2802, California *Code of Civil Procedure*  
20 § 1021.5, and applicable IWC wage order.

21 73. Proof of a common business practice or factual pattern, which the named Plaintiff  
22 experienced and are representative of, will establish the right of each of the Class Members to  
23 recovery on the causes of action alleged herein.

24 74. The Class Members are commonly entitled to a specific fund with respect to the  
25 compensation illegally and unfairly retained by Defendants. The Class Members are commonly  
26 entitled to restitution of those funds being improperly withheld by Defendants. This action is  
27 brought for the benefit of the entire Class and will result in the creation of a common fund.

28 ///

**FIRST CAUSE OF ACTION**

**Unpaid Overtime Wages**

**(California Labor Code §§ 510, 1194 and 1198,**

**and Industrial Welfare Commission Wage Order No. 9)**

**-By Plaintiff and Class Members Against All Defendants-**

75. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

76. This action is brought, in part, pursuant to the Wage Order and *California Labor Code* §§ 510, 1194 and 1198. Under the Wage Order and *California Labor Code* § 510, Defendants were required to compensate Plaintiff and all Class Members for all overtime, calculated at one and one-half (1-½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day, and two (2) times the regular rate of pay for hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) day of work.

77. While employed by Defendants, Plaintiff and the Class Members were required to work more than eight (8) hours in a day or forty (40) hours in a week. Regardless of the number of actual hours worked, and even though Plaintiff and all Class Members are not exempt from California overtime laws, Plaintiff and all Class Members were not and are not afforded overtime compensation for any hours in excess of eight (8) hours in a workday and/or forty (40) hours per week. By failing to compensate Plaintiff and all Class Members for the hours actually worked, Defendants have failed and continue to fail to pay the overtime compensation owed to Plaintiff and all Class Members pursuant to the Wage Order and the *California Labor Code*.

78. Plaintiff is informed and believes and based thereon alleges that Defendants' policy and practice of requiring overtime work and not paying for said work according to the overtime mandates of California law is, and at all times herein mentioned was, in violation of *California Labor Code* § 1194, applicable regulations, and the Wage Order. Defendants' employment policies and practices wrongfully and illegally failed to compensate Plaintiff and Class Members for overtime compensation earned as required by California law.

79. The conduct of Defendants and their agents and employees as described herein was willful and intentional and part of a corporate policy, procedure and practice. Furthermore, Defendants willfully failed to pay Plaintiff and Class Members proper compensation for all overtime hours worked at the appropriate rate of overtime pay.

80. Plaintiff is informed and believes and based thereon alleges that Defendants' willful failure to provide all overtime wages due and owing them upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other members of the Class who have separated from employment are entitled to compensation pursuant to California *Labor Code* § 203.

81. Such a pattern, practice and uniform administration of unlawful corporate policy regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff and each Class Member for damages and wages owed, and for penalties, interest, costs and attorney's fees, in an amount to be proven at time of trial.

## SECOND CAUSE OF ACTION

### Failure to Pay All Regular Wages

***(California Labor Code § 204)***

**-By Plaintiff and Class Members Against All Defendants-**

82. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

83. At all times relevant herein, Defendants were required, by California *Labor Code* § 204, to compensate Plaintiff and Class Members correct and proper regular wages for all regular hours worked.

84. As a pattern and practice, Defendants regularly required Plaintiff and Class Members to work more than eight (8) hours in a day, and forty (40) hours in a week; and required Plaintiff and Class Members to work through meal and rest breaks. Regardless of the number of hours worked, Plaintiff and Class Members received the same pay, without payment of wages for all hours actually worked.

1 85. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class  
2 Members the proper wages for all hours worked

3 86. Plaintiff is informed and believes and based thereon alleges that Defendants willfully  
4 failed to pay Plaintiff and Class Members all regular wages for all hours worked. Plaintiff is  
5 informed and believes and based thereon alleges that Defendants' willful failure to provide all  
6 regular wages due and owing upon separation from employment results in a continued payment of  
7 wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and Class  
8 Members are entitled to compensation pursuant to California *Labor Code* § 203.

9 87. Such a pattern, practice and uniform administration of unlawful corporate policy  
10 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff,  
11 Class Members and Sub-Class Members for damages and wages owed, and for penalties, interest,  
12 costs and attorney's fees.

13 **THIRD CAUSE OF ACTION**

14 **Failure to Pay Minimum Wages**

15 **(California *Labor Code* § 1194, 11.942 and 1197.1)**

16 **-By Plaintiff and Class Members Against All Defendants-**

17 88. Plaintiff realleges and incorporates herein by reference each and every allegation  
18 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

19 89. This cause of action is brought pursuant to California *Labor Code* § 1194, which  
20 provides that non-exempt employees are entitled to the statutory hourly minimum wage for work  
21 performed.

22 90. At all times relevant herein, Defendants were required to compensate Plaintiff and  
23 Class Members at least the statutorily mandated minimum wage for all regular hours worked.

24 91. As a pattern and practice, Defendants regularly required Plaintiff and Class Members  
25 to work without recording the time worked in any capacity, due to the misclassification of Call  
26 Service Representatives as independent contractors.

27 92. As a result, Defendants regularly failed to pay Plaintiff and Class Members the  
28 statutorily required minimum wage for all hours worked.

1 93. Defendants' conduct as alleged herein is in violation of California *Labor Code* § 1194  
2 and the Wage Order. Defendants' employment policies and practices wrongfully and illegally failed  
3 to compensate Plaintiff and Class Members for all hours worked at minimum wages as required by  
4 California law.

5 94. Plaintiff is informed and believes and based thereon allege that Defendants willfully  
6 failed to pay Plaintiff and Class Members minimum wages for all hours worked. Plaintiff is  
7 informed and believes and based thereon alleges that Defendants' willful failure to provide wages  
8 due and owing upon separation from employment results in a continued payment of wages up to  
9 thirty (30) days from the time the wages were due. Therefore, Plaintiff and Sub-Class Members who  
10 have separated from employment are entitled to compensation pursuant to *California Labor Code* §  
11 203.

12 95. Such a pattern, practice and uniform administration of unlawful corporate policy  
13 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff,  
14 Class Members and Sub-Class Members for damages and wages owed, and for liquidated damages,  
15 penalties, interest, costs and attorney's fees.

16 **FOURTH CAUSE OF ACTION**

17 **Failure to Pay All Regular Wages**

18 ***(California Labor Code §§ 1197.1 and 1199, and the Wage Order)***

19 **-By Plaintiff and Class Members Against All Defendants-**

20 96. Plaintiff realleges and incorporates herein by reference each and every allegation  
21 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

22 97. At all times relevant herein, Defendants were required by California *Labor Code*  
23 §§ 1197.1 and 1199 and the Wage Order to compensate Plaintiff and Class Members correct and  
24 proper wages for all hours worked.

25 98. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Class  
26 Members for all hours worked in excess of eight (8) hours in one day or forty (40) hours in a week.

27 99. Plaintiff is informed and believes and based thereon alleges that Defendants willfully  
28 failed to pay Plaintiff and Class Members wages for all hours worked. Plaintiff is informed and



1 believes and based thereon allege that Defendants' willful failure to provide all wages due and  
2 owing upon separation from employment results in a continued payment of wages up to thirty (30)  
3 days from the time the wages were due. Therefore, Plaintiff and Class Members are entitled to  
4 compensation pursuant to California *Labor Code* § 203.

5 100. Such a pattern, practice and uniform administration of unlawful corporate policy  
6 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff,  
7 Class Members and Class Members for damages and wages owed, and for penalties, interest, costs  
8 and attorney's fees, in an amount according to proof.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Allow or Pay for Meal Periods**

11 **(California *Labor Code* §§ 226.7 and 512)**

12 **-By Plaintiff and Class Members Against All Defendants-**

13 101. Plaintiff realleges and incorporates herein by reference each and every allegation  
14 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

15 102. At all times relevant herein, Defendants were required to provide Plaintiff and Class  
16 Members with meal periods that comply with the California *Labor Code* and applicable regulations  
17 and the Wage Order, including California *Labor Code* §§ 226.7 and 512.

18 103. Consistent with Defendants' corporate policy, practice and pattern, Defendants  
19 regularly failed to provide, and in fact denied, Plaintiff's and Class Members' statutorily compliant  
20 meal periods.

21 104. Consistent with Defendants' policy, practice and pattern, Defendants regularly failed  
22 to provide any breaks to Call Service Representatives, allow Plaintiff and Class Members to take or  
23 timely take uninterrupted, duty-free meal periods. As a pattern and practice, Defendants regularly  
24 failed to accurately record meal periods.

25 105. Plaintiff is informed and believes and based thereon alleges that Defendants willfully  
26 failed to pay Plaintiff and Class Members proper meal period premium wages for all non-compliant  
27 or missed meal periods. Plaintiff is informed and believes and based thereon alleges that  
28 Defendants' willful failure to provide all such meal period wages due and owing to Class Members



1 upon separation from employment results in a continued payment of wages up to thirty (30) days  
2 from the time the wages were due. Therefore, Class Members are entitled to compensation pursuant  
3 to California *Labor Code* § 203.

4 106. Such a pattern, practice and uniform administration of unlawful corporate policy  
5 regarding employee compensation as described herein creates an entitlement to recovery by  
6 Plaintiffs, Class Members and Class Members for damages and wages owed, and for penalties,  
7 interest, costs and attorney's fees.

8 107. Accordingly, Plaintiff and all members of the Class are entitled to one (1) hour of  
9 compensation at their regular hourly rate for each workday that the proper meal periods were not  
10 provided and one (1) hour of compensation at their regular hourly rate for each workday that the  
11 proper meal periods were not provided in penalty wages pursuant to California *Labor Code* § 226.7  
12 and the Wage Order.

13 108. Plaintiff and Class Members are further entitled to civil penalties under California  
14 *Labor Code* § 558 as follows: For the initial violation, Fifty Dollars (\$50.00) for each pay period for  
15 which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages;  
16 and, for each subsequent violation, One Hundred Dollars (\$100.00) for each pay period for which  
17 the employee was underpaid, in addition to any amount sufficient to recover underpaid wages.

18 **SIXTH CAUSE OF ACTION**

19 **Failure to Allow or Pay For Rest Periods**

20 **(California *Labor Code* §226.7)**

21 **-By Plaintiff and Class Members Against All Defendants-**

22 109. Plaintiff realleges and incorporate herein by reference each and every allegation  
23 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

24 110. At all times relevant herein, Defendants were required to provide Plaintiff and Class  
25 Members with rest periods that comply with the California *Labor Code* and applicable regulations  
26 and IWC wage order, including California *Labor Code* § 226.7.

1 111. Consistent with Defendants' corporate policy, practice and pattern, Defendants  
2 regularly failed to provide, and in fact denied, Plaintiff and Class Members statutorily compliant rest  
3 periods.

4 112. Consistent with Defendants' corporate policy, practice and pattern, Defendants failed  
5 to provide or allow Plaintiff and Class Members to take or timely take mandated rest periods due to  
6 their misclassification as independent contractors.

7 113. Plaintiff is informed and believes and based thereon alleges that Defendants willfully  
8 failed to pay Plaintiff and Class Members proper rest period premium wages for all non-compliant or  
9 missed rest periods. Plaintiff is informed and believes and based thereon alleges that Defendants'  
10 willful failure to provide all such rest period wages due and owing upon separation from  
11 employment results in a continued payment of wages up to thirty (30) days from the time the wages  
12 were due. Therefore, members of the Class who have separated from employment are entitled to  
13 compensation pursuant to California *Labor Code* § 203.

14 114. Such a pattern, practice and uniform administration of unlawful corporate policy  
15 regarding employee compensation as described herein creates an entitlement to recovery by Plaintiff,  
16 Class Members and Class Members for damages and wages owed, and for penalties, interest, costs  
17 and attorney's fees.

18 115. Plaintiff and all members of the Class were regularly scheduled as a matter of  
19 uniform company policy to work, and in fact worked, without rest breaks in violation of California  
20 *Labor Code* §§ 226.7 and 512 and the Wage Order, in that they are not and were not permitted to  
21 take one (1) ten (10) minute rest break for every four (4) hours worked.

22 116. Accordingly, Plaintiffs and all members of the Class are entitled to one (1) hour of  
23 compensation at their regular hourly rate for each workday that the proper rest periods were not  
24 provided and one (1) hour of compensation at their regular hourly rate for each workday that the  
25 proper rest periods were not provided in penalty wages pursuant to California *Labor Code* § 226.7  
26 and the Wage Order.

27 117. Plaintiffs and Class Members are further entitled to civil penalties under California  
28 *Labor Code* § 558 as follows: For the initial violation, Fifty Dollars (\$50.00) for each pay period for

1 which the employee was underpaid, in addition to any amount sufficient to recover underpaid wages;  
2 and, for each subsequent violation, One Hundred Dollars (\$100.00) for each pay period for which  
3 the employee was underpaid, in addition to any amount sufficient to recover.

4 **SEVENTH CAUSE OF ACTION**

5 **Waiting Time Penalties**

6 **(California Labor Code §§ 201-203)**

7 **-By Plaintiff and Sub-Class Members Against All Defendants-**

8 118. Plaintiff realleges and incorporates herein by reference each and every allegation  
9 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

10 119. At all times relevant herein, Defendants were required to pay their employees all  
11 wages owed in a timely fashion during and at the end of their employment, pursuant to California  
12 Labor Code §§ 201 through 203.

13 120. As a pattern and practice, Defendants regularly failed to pay Plaintiff and Sub-Class  
14 Members their final wages pursuant to California Labor Code §§ 201 through 203, and accordingly  
15 owe waiting time penalties pursuant to California Labor Code § 203.

16 121. The conduct of Defendants and their agents and managerial employees as described  
17 herein was willful, and in violation of the rights of Plaintiff and the Sub-Class Members.

18 122. Plaintiff is informed and believes and based thereon alleges that Defendants' willful  
19 failure to pay wages due and owing to Sub-Class Members upon separation from employment results  
20 in a continued payment of wages up to thirty (30) days from the time the wages were due.  
21 Therefore, Sub-Class Members are entitled to compensation pursuant to California Labor Code §  
22 203.

23 **EIGHTH CAUSE OF ACTION**

24 **Failure to Provide Accurate Itemized Wage Statements**

25 **(California Labor Code § 226(a))**

26 **-By Plaintiff and Class Members Against All Defendants-**

27 123. Plaintiff realleges and incorporates herein by reference each and every allegation  
28 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

1       124.       At all times relevant hereto, California *Labor Code* § 226(a) provides, and provided,  
2 that every employer shall furnish each of its employees an accurate itemized wage statement in  
3 writing showing nine (9) pieces of information, including: (1) gross wages earned, (2) total hours  
4 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if  
5 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on  
6 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)  
7 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
8 the last four digits of his or her social security number or an employee identification number other  
9 than a social security number, (8) the name and address of the legal entity that is the employer, and  
10 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours  
11 worked at each hourly rate by the employee.

12       125.       Defendants failed and continue to fail in their affirmative obligation to keep accurate  
13 payroll records reflecting the actual hours worked, and the amount of compensation due to their  
14 California employees. Defendants, as a matter of policy and practice, did not maintain accurate  
15 records in violation of California *Labor Code* § 226.

16       126.       For example, as a matter of policy and practice, among the violations of California  
17 *Labor Code* § 226, Defendants failed to keep accurate records reflecting total number of hours  
18 worked, rates of pay, rates of overtime pay (as a result of Defendants' failure to record proper  
19 overtime hours worked, and to properly calculate the overtime rate of pay), and daily or weekly  
20 overtime pay. As a result, Defendants failed to provide true and accurate wage statements to  
21 Plaintiff and Class Members, as required by California *Labor Code* § 226.

22       127.       Such a pattern, practice and uniform administration of corporate policy as described  
23 herein is unlawful and creates an entitlement to recovery by Plaintiff and the Class Members in a  
24 civil action for all damages and/or penalties pursuant to California *Labor Code* § 226, including  
25 interest thereon, penalties, reasonable attorney's fees, and costs of suit according to the mandate of  
26 California *Labor Code* § 226, in amount according to proof.

1 128. Class Members, including Plaintiff, is entitled to recover from Defendants the greater  
2 of their actual damages caused by Defendants' failure to comply with California *Labor Code* §  
3 226(a), or an aggregate penalty not exceeding Four Thousand Dollars (\$4,000.00) per employee.

4 **NINTH CAUSE OF ACTION**

5 **Willful Misclassification of Individual as Independent Contractor**

6 **(California *Labor Code* § 226.8)**

7 **-By Plaintiff and Class Members Against All Defendants-**

8 129. Plaintiff realleges and incorporates herein by reference each and every allegation  
9 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

10 130. Defendants intentionally and willfully characterized Plaintiffs and members of the  
11 Class as independent contractors rather than employees in violation of Labor Code §226.8.

12 131. Defendants have been engaging in a pattern and practice of misclassifying employees  
13 as independent contractors for their own financial benefit.

14 132. As a direct and proximate result of the unlawful acts and/or omissions of Defendants,  
15 Plaintiff and Class Members are entitled to recover damages in an amount to be determined at trial,  
16 civil penalties, plus interest thereon, and attorneys' fees, and costs of suit pursuant to Labor Code §  
17 226.8.

18 133. Defendants have engaged in or are engaging in a pattern or practice of misclassifying  
19 the Call Service Representatives, and Plaintiff seek recovery for civil penalties of not less than ten  
20 thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each  
21 violation, in addition to any other penalties or fines permitted by law.

22 134. Plaintiff reallege and incorporate herein by reference each and every allegation  
23 contained in the preceding paragraphs of this Complaint as though fully set forth herein.

24 ///

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28 ///

### TENTH CAUSE OF ACTION

## Unfair Business Practices

**(California *Business and Professions Code* §§ 17200, *et seq.*)**

**-By Plaintiff and Class Members Against All Defendants-**

135. Defendants, and each of them, have engaged in unfair business practices in California by practicing, employing and utilizing the employment practices outlined above, including but not limited to, requiring Class Members to perform the labor complained of herein without overtime compensation, regular compensation or minimum wage for all hours worked, failing to provide meal and rest breaks, and failing to provide itemized wage statements. Defendants' utilization of such unfair business practices constitutes unfair competition and provides an unfair advantage over Defendants' competitors.

136. Plaintiff and the Class Members, and other similarly situated members of the general public, seek full restitution and disgorgement of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by the Defendants by means of the unfair practices complained of herein. Plaintiff seeks, on their own behalf and on behalf of the Class Members and general public, the appointment of a receiver, as necessary. The acts complained of herein occurred, at least in part, within the last four (4) years preceding the filing of the original complaint in this action.

137. Plaintiff is informed and believes and on that basis alleges that, at all times herein mentioned, Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by California *Business and Professions Code* §§ 17200, *et seq.*, as set forth above, thereby depriving Plaintiff, Class Members, and other members of the general public the minimum working condition standards and conditions due to them under the California labor laws and the Wage Order as specifically described herein.

138. Plaintiff, Class Members, and all persons similarly situated, are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent.

///

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment for herself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

- a) That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;
- b) That the Plaintiff be appointed as the representatives of the Class;
- c) That counsel for Plaintiff be appointed as Class Counsel;
- d) That the Court find that Defendants have been in violation of applicable provisions of the California Labor Code by failing to pay each member of the proposed Classes for all hours worked, including minimum wage;
- e) That the Court find that Defendants have been in violation of applicable provisions of the California Labor Code §§510, 1194 et seq., and IWC Wage Order by failing to pay overtime wages to Plaintiff and members of the Class;
- f) That the Court find that Defendants have been in violation of California Labor Code §§226.7 and 512 by failing to provide Plaintiff and members of the Class with meal periods and therefore owe compensation under California Labor Code §226.7(b);
- g) That the Court find that Defendants have been in violation of California Labor Code §§226.7 by failing to authorize and permit rest periods for Plaintiff and members of the Class, and therefore owe compensation under California Labor Code §226.7(b);
- h) That the Court find that Defendants have been in violation of California Labor Code § 2802, by failing to reimburse the Plaintiff and the Class reasonable business expenses and losses;
- i) That the Court find that Defendants have violated the recordkeeping provisions of California Labor Code §§ 1174 and 1174.5 as to Plaintiff and the Class;
- j) That the Court find that Defendants have been in violation of California Labor Code § 226 by failing to timely furnish Plaintiff and members of the Class with itemized statements accurately showing the total hours worked, vacation benefits, bonus benefits, and wages earned by each of them during each pay period;



1 l) That the Court find that Defendants have been in violation of California Labor Code §§201  
2 and 202 and therefore owe waiting time penalties under California Labor Code §203 for  
3 willful failure to pay all compensation owed at the time of termination of employment to  
4 Plaintiff and other formerly employed members of the Class;

5 m) That the Court find that Defendants have been in violation of California Labor Code  
6 §226.8 and therefore owe civil penalties under California Labor Code §226.8 and all damages  
7 proximately caused by Defendants' wrongful conduct of engaging in a pattern or practice of  
8 willfully misclassifying Call Service Representative as independent contractors;

9 n) That the Court find that Defendants have committed unfair and unlawful business  
10 practices, in violation of California Business and Professions Code §17200, et seq., by their  
11 violations of the Labor Code and Wage Orders as described above;

12 o) That the Court find that Defendants' violations of the California Labor Code described  
13 herein have been willful;

14 q) That the Court award to Plaintiff and the proposed Class Members restitution for the  
15 amounts of unpaid wages, including interest thereon, liquidated damages and/or statutory  
16 penalties for failure to timely furnish accurate itemized wage statements, and waiting time and  
17 other statutory penalties in amounts subject to proof at trial;

18 r) That Defendants be ordered and enjoined to pay restitution and penalties to Plaintiff and the  
19 proposed Class Members due to Defendants' unlawful and/or unfair activities, pursuant to  
20 Business and Professions Code §§17200-17205;

21 s) That Defendants further be enjoined to cease and desist from unlawful and/or unfair  
22 activities in violation of Business and Professions Code §17200, pursuant to §17203;

23 t) That Plaintiff and the Class be awarded reasonable attorneys' fees and costs pursuant to  
24 Labor Code §§ 203, 225.5, 226, 1194, 1197, and 2804, Code of Civil Procedure § 1021.5,  
25 and/or other applicable law;

26 u) That the Court award any other relief this Court deems just, equitable, and proper; and

27 v) That these Defendants be ordered to refrain from retaliating against any Class Members  
28 who are current employees.



1 w) Any and all other applicable statutory penalties, as provided by law; and

2 x) Any other and further relief the Court deems just and proper.

3  
4  
5 **DEMAND FOR JURY TRIAL**

6 Plaintiff requests a trial by jury on all applicable claims.

7  
8 Dated: April 5, 2017

By: 

9 Law Offices of Todd M. Friedman, P.C.

10 Todd M. Friedman

11 Adrian R. Bacon, Esq.  
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## **Exhibit B**

# ORIGINAL

## BY FAX

SUM-100

### SUMMONS

#### (CITACION JUDICIAL)

NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):

SCI DIRECT, INC. and DOES 1 to 50, inclusive

YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Nicole Romano, individually and on behalf of all others similarly situated

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**FILED**

Superior Court of California  
County of Los Angeles

APR 06 2017

Sherri R. Carter, Executive Officer/Clerk  
By Shaunya Bolden Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form. If you want the court to hear your case, there may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Superior Court of Los Angeles  
111 N. Hill St.,  
Los Angeles, CA 90012

CASE NUMBER **BC 656654**  
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Todd M. Friedman, 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367, 877-206-4741

DATE: **APR 06 2017** **SHERRI R. CARTER**, Clerk, by Shaunya Bolden, Deputy  
(Fecha) (Secretario) (Adjunto)

For proof of service of this summons, use Proof of Service of Summons (form POS-010).  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010).)



**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

Page 1 of 1

**COPY**

**BY FAX**

**SUM-100**

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

SCI DIRECT, INC. and DOES 1 to 50, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Nicole Romano, individually and on behalf of all others similarly situated

**CONFORMED COPY  
OF ORIGINAL FILED  
Los Angeles Superior Court**

**APR 06 2017**

Sherri R. Carter, Executive Officer/clerk  
By Shaunya Bolden, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Superior Court of Los Angeles  
111 N. Hill St.,  
Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):

BC 656654

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Todd M. Friedman, 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367, 877-206-4741

DATE: APR 06 2017  
(Fecha)

SHERRI R. CARTER, Clerk, by  
(Secretaria)

SHAUNYA BOLDEN

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **SCI DIRECT, INC.**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
NOTICE OF CASE ASSIGNMENT – CLASS ACTION CASES**

Case Number \_\_\_\_\_

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**  
Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 3.3 (c)).

BC 656654

	ASSIGNED JUDGE	DEPT.	ROOM
	Judge Elihu M. Berle	323	1707
	Judge William F. Highberger	322	1702
	Judge John Shepard Wiley, Jr.	311	1408
	Judge Kenneth Freeman	310	1412
	Judge Ann Jones	308	1415
	Judge Maren E. Nelson	307	1402
	Judge Carolyn B. Kuhl	309	1409

**Instructions for handling Class Action Civil Cases**

The following critical provisions of the Chapter Three Rules, as applicable in the Central District, are summarized for your assistance.

**APPLICATION**

The Chapter Three Rules were effective January 1, 1994. They apply to all general civil cases.

**PRIORITY OVER OTHER RULES**

The Chapter Three Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

**CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

**TIME STANDARDS**

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

**COMPLAINTS:** All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

**CROSS-COMPLAINTS:** Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

**FINAL STATUS CONFERENCE**

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

**SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

Given to the Plaintiff/Cross Complainant/Attorney of Record on \_\_\_\_\_ SHERRI R. CARTER, Executive Officer/Clerk

BY \_\_\_\_\_, Deputy Clerk

**COPY**

CM-010

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):</b> Todd M. Friedman, Esq. SBN 216752 Law Offices of Todd M. Friedman 21550 Oxnard St., Suite 780 Woodland Hills, CA 91367 TELEPHONE NO.: 877-206-4741 FAX NO.: 866-633-0228		<b>FOR COURT USE ONLY</b>  <b>CONFORMED COPY</b> OF ORIGINAL FILED Los Angeles Superior Court  <b>APR 06 2017</b>  Sherri R. Carter, Executive Officer/clerk By Shaunya Bolden, Deputy
<b>ATTORNEY FOR (Name):</b> Plaintiff, Nicole Romano		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF</b> Los Angeles STREET ADDRESS: 111 N. Hill St., MAILING ADDRESS: 111 N. Hill St., CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME:		
<b>CASE NAME:</b> Nicole Romano v. SCI DIRECT, INC.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		<b>CASE NUMBER:</b>  <b>JUDGE:</b> BC 656654 <b>DEPT:</b>

BY FAX

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/IPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/IPD/WD (23) <b>Non-P/IPD/WD (Other) Tort:</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/IPD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is, ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |   |   |
|---|---|
| a. <input type="checkbox"/> Large number of separately represented parties  | d. <input checked="" type="checkbox"/> Large number of witnesses  |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court. |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision   |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 10
5. This case ☒ is, ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 5, 2017  
 Todd M. Friedman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

Form Adopted for Mandatory Use  
 Judicial Council of California  
 CM-010 (Rev. July 1, 2007)

**CIVIL CASE COVER SHEET**

Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;  
 Cal. Standards of Judicial Administration, std. 3.10  
 www.courtinfo.ca.gov

American LegalNet, Inc.  
 www.FamsWorldflow.com



# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete Items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
<b>Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case—Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (not provisionally complex) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
<b>Other P/DPD/WD (23)</b>	Other Coverage	Slater State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Other P/DPD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
<b>Non-P/DPD/WD (Other) Tort</b>	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (19)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
Other Non-P/DPD/WD Tort (35)	Drugs (36) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
<b>Employment</b>	<b>Judicial Review</b>	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	



**COPY**

SHORT TITLE: Nicole Romano v. SCI DIRECT, INC.	CASE NUMBER: BC 656654
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**BY FAX**

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
<b>Other Personal Injury/Property Damage/Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury/Property Damage/Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: <b>Nicole Romano v. SCI DIRECT, INC.</b>	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: <b>Nicole Romano v. SCI DIRECT, INC.</b>	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Anlitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Anlitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 6
	Securities Litigation (26)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 6
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Enforcement of Judgment	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 6 2, 6 2, 6, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 6
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 6 1, 2, 8
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 6
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: Nicole Romano v. SCI DIRECT, INC.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.		ADDRESS: 4312 Woodman Avenue 3rd floor
CITY: Sherman Oaks	STATE: CA	ZIP CODE: 91423

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: April 5, 2017

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

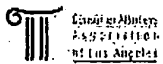


Superior Court of California  
County of Los Angeles



Los Angeles County  
Bar Association  
Litigation Section

Los Angeles County  
Bar Association Labor and  
Employment Law Section



Consumer Attorneys  
Association of Los Angeles



Southern California  
Defense Counsel



Association of  
Business Trial Lawyers



California Employment  
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

*The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.*

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association  
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER:
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			

**This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.**

**The parties agree that:**

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
  - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
  - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
  - c. Exchange of names and contact information of witnesses;
  - d. Any insurance agreement that may be available to satisfy part or all of a judgment; or to indemnify or reimburse for payments made to satisfy a judgment;
  - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
  - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
  - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
  - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at [www.lacourt.org](http://www.lacourt.org) under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to \_\_\_\_\_ for the complaint, and \_\_\_\_\_ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at [www.lacourt.org](http://www.lacourt.org) under "Civil"; click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
  3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
  4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)



NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – DISCOVERY RESOLUTION</b>			CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
  - a. The party requesting the Informal Discovery Conference will:
    - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
    - ii. Include a brief summary of the dispute and specify the relief requested; and
    - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
  - b. Any Answer to a Request for Informal Discovery Conference must:
    - i. Also be filed on the approved form (copy attached);
    - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
  - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

- ☐ Request for Informal Discovery Conference  
☐ Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: \_\_\_\_\_ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

LACIV 094 (new)  
LASC Approved 04/11  
For Optional Use

**INFORMAL DISCOVERY CONFERENCE**  
(pursuant to the Discovery Resolution Stipulation of the parties).

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least \_\_\_\_ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
  - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
  - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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**The following parties stipulate:**

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date:

\_\_\_\_\_  
(TYPE OR PRINT NAME)

>

\_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

>

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

>

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

>

\_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

>

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

>

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

>

\_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER

LASC - FILINGS  
111 N. HILL STREET  
LOS ANGELES CA 90012

DATE PAID: 04/06/17 09:49 AM  
RECEIPT #: CCH465980039

CIT/CASE: BC656654  
LEA/DEF#:

PAYMENT:	\$435.00	310
RECEIVED:		
CHECK:	\$435.00	
CASH:	\$0.00	
CHANGE:	\$0.00	
CARD:	\$0.00	

LASC - FILINGS  
111 N. HILL STREET  
LOS ANGELES CA 90012

DATE PAID: 04/06/17 09:50 AM  
RECEIPT #: CCH465980040

CIT/CASE: BC656654  
LEA/DEF#:

PAYMENT:	\$1,000.00	310
RECEIVED:		
CHECK:	\$1,000.00	
CASH:	\$0.00	
CHANGE:	\$0.00	
CARD:	\$0.00	



# Superior Court of California County of Los Angeles



## ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

#### **Advantages of ADR**

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

#### **Disadvantages of ADR - ADR may not be suitable for every dispute.**

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

#### **The Most Common Types of ADR**

- **Mediation**

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

▪ **Arbitration**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either "binding" or "non-binding." Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator's decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

▪ **Mandatory Settlement Conference (MSC)**

**Settlement Conferences are appropriate in any case where settlement is an option.**

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to [mscdept18@lacourt.org](mailto:mscdept18@lacourt.org).

### **Additional Information**

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs ([www.dca.ca.gov](http://www.dca.ca.gov)) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program  
3175 West 6th Street, Room 406  
Los Angeles, CA 90020-1798  
TEL: (213) 738-2621  
FAX: (213) 386-3995

**Service of Process Instruction Form**

Paszko Attorney Service, Inc. / Efficient eFiling  
 202 Fashion Lane, Suite 107, Tustin, CA 92780  
 Phone: 714-602-3103 Fax: 714-602-3104  
 email: ~~support@efficientefiling.com~~ Status@paszkoattorneyservice.com

eFiling order No.:

If you submitted for eFiling place order number here.

☐ RUSH ☐ Do Today

Date: 4/5/17

Hold until:

Last day to Serve:

Name: Taylor Labor Law, P.C. Address: 572 E. Green Street, Suite 307 City, St, Zip: Pasadena, CA 91101 Phone: (626) 219-6008 Fax: (626) 219-6009 Email: Contact: Maria File No:	Court County: Orange Category: Unlimited Court Location: Central Hearing Date: Time: Dept./Room: Case Number: 30-2017-00912412-CU-WT-CJC Kelley vs First American
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Documents: ☐ Check here if document list is attached

Summons & Complaint; ADR Package

Special Instructions or additional information (Vehicles, Gate Codes, Hours Worked etc.):

Please email service & server information once complete & we will email the proof of service

Def. 1 First American Title Company

If server is a BUSINESS Agent for Service: Corporation Service Company-CSC Lawyers Incorporating Service

Def. 2 First American Financial Corporation

If server is a BUSINESS Agent for Service: Corporation Service Company-CSC Lawyers Incorporating Service

Def. 3

If server is a BUSINESS Agent for Service:

Def. 4

If server is a BUSINESS Agent for Service:

Primary Address (Included in base price) - Address Type: Business 2710 Gateway Oaks Dr Suite 150N Sacramento, CA 95833	Alternate Address (Extra fee Applies) - Address Type:
--	---

**TO BE FILLED OUT BY ATTORNEY SERVICE**

☐ PERSONAL ONLY ☐ OK TO POST ☐ OK TO SUB Job Number(s):

Date: Time: ☐ P/S ☐ S/S ☐ P&M ☐ OTP ☐ 1011 ☐ N/F

Attempts:

1. 2. 3. 4.

Notes:

**FILED**  
Superior Court of California  
County of Los Angeles

**APR 26 2017**

Sherri R. Carter, Executive Officer/Clerk  
By Veronica Solis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

NICOLE ROMANO,

Plaintiff,

vs.

SCI DIRECT INC,

Defendant.

Case No. BC656654

INITIAL STATUS CONFERENCE ORDER  
(COMPLEX LITIGATION PROGRAM)

Case Assigned for All Purposes to  
Judge Carolyn B. Kuhl

Department: 309  
Date: June 14, 2017  
Time: 2:45 p.m.

This case has been assigned for all purposes to Judge Carolyn B. Kuhl in the Complex Litigation Program. An Initial Status Conference is set for June 14, 2017 at 2:45 p.m. a.m. in Department 309 located in the Central Civil West Courthouse at 600 South Commonwealth Avenue, Los Angeles, California 90005. Counsel for all parties are ordered to attend **IN PERSON**.

The court orders counsel to prepare for the Initial Status Conference by identifying and discussing the central legal and factual issues in the case. Counsel for plaintiff is ordered to initiate contact with counsel for defense to begin this process. Counsel then must negotiate and agree, as much as possible, on a case management plan. To this end, counsel must file a Joint Initial Status Conference

1 Class Action Response Statement five court days before the Initial Status Conference. The Joint  
2 Response Statement must be filed on line-numbered pleading paper and must specifically answer each  
3 of the below-numbered questions. Do not use the Judicial Council Form CM-110 (Case Management  
4 Statement).

5 **1. PARTIES AND COUNSEL:** Please list all presently-named class representatives and presently-  
6 named defendants, together with all counsel of record, including counsel's contact and email  
7 information.

8  
9 **2. STATUS OF PLEADINGS:** Please indicate whether defendant has filed a Notice of Appearance  
10 or an Answer to the Complaint, and, if so, indicate the filing date(s).

11 **3. POTENTIAL ADDITIONAL PARTIES:** Indicate whether any plaintiff presently intends to add  
12 additional class representatives, and, if so, the name(s) and date by which these class representatives  
13 will be added. Indicate whether any plaintiff presently intends to name additional defendants, and, if  
14 so, the name(s) and date by which the defendant(s) will be added. Indicate whether any appearing  
15 defendant presently intends to file a cross-complaint and, if so, the names of cross-defendants and  
16 the date by which the cross-complaint will be filed.

17  
18 **4. IMPROPERLY NAMED DEFENDANT(S):** If the complaint names the wrong person or entity,  
19 please explain why the named defendant is improperly named and the proposed procedure to correct  
20 this error.

21 **5. ADEQUACY OF PROPOSED CLASS REPRESENTATIVE(S):** If any party believes one or  
22 more named plaintiffs might not be an adequate class representative, including reasons of conflict of  
23 interest as described in *Apple Computer v. The Superior Court of Los Angeles County* (2005) 126  
24 Cal.App.4<sup>th</sup> 1253, please explain. No prejudice will attach to these responses.

25  
26 **6. ESTIMATED CLASS SIZE:** Please discuss and indicate the estimated class size.

27 **7. OTHER ACTIONS WITH OVERLAPPING CLASS DEFINITIONS:** Please list other cases  
28 with overlapping class definitions. Please identify the court, the short caption title, the docket



number, and the case status.

**8. POTENTIALLY RELEVANT ARBITRATION AND/OR CLASS ACTION WAIVER**

**CLAUSES:** Please state whether arbitration is an issue in this case and attach a sample of any relevant clause of this sort. Opposing parties must summarize their views on this issue.

**9. POTENTIAL EARLY CRUCIAL MOTIONS:** Opposing counsel should identify and describe the significant core issues in the case, and then identify efficient ways to resolve those issues, including one or more of the following:

- Motion to Compel Arbitration,
- Early motions in limine,
- Early motions about particular jury instructions and verdict forms,
- Demurrers,
- Motions to strike,
- Motions for judgment on the pleadings, and
- Motions for summary judgment and summary adjudication.

**10. CLASS CONTACT INFORMATION:** Counsel should discuss whether obtaining class contact information from defendant's records is necessary in this case and, if so, whether the parties consent to an "opt-out" notice process (as approved in *Belaire-West Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4<sup>th</sup> 554, 561). Counsel should address timing and procedure, including allocation of cost and the necessity of a third party administrator.

**11. PROTECTIVE ORDERS:** Parties considering an order to protect confidential information from general disclosure should begin with the model protective orders found on the Los Angeles Superior Court Website under "Civil Tools for Litigators."

**12. DISCOVERY:** Please discuss a discovery plan. If the parties cannot agree on a plan, summarize each side's views on discovery. The court generally allows discovery on matters relevant to class certification, which (depending on circumstances) may include factual issues also touching the

merits. The court generally does not permit extensive or expensive discovery relevant only to the merits (for example, detailed damages discovery) at the initial stage unless a persuasive showing establishes early need. If any party seeks discovery from absent class members, please estimate how many, and also state the kind of discovery you propose<sup>1</sup>.

**13. INSURANCE COVERAGE:** Please state if (1) there is insurance for indemnity or reimbursement, and (2) whether there are any insurance coverage issues which might affect settlement.

**14. ALTERNATIVE DISPUTE RESOLUTION:** Please discuss ADR and state each party's position about it. If pertinent, how can the court help identify the correct neutral and prepare the case for a successful settlement negotiation?

**15. TIMELINE FOR CASE MANAGEMENT:** Please recommend dates and times for the following:

- The next status conference,
- A schedule for alternative dispute resolution, if it is relevant,
- A filing deadline for the motion for class certification, and
- Filing deadlines and descriptions for other anticipated non-discovery motions.

**16. ELECTRONIC SERVICE OF PAPERS:** For efficiency the complex program requires the parties in every new case to use a third-party cloud service. Please agree on one and submit the parties' choice when filing the Joint Initial Status Conference Class Action Response Statement. If there is agreement, please identify the vendor and submit a proposed order. (The Court suggests contacting the vendor for a draft form of order.) If parties cannot agree, the court will select the vendor at the Initial Status Conference. Electronic service is not the same as electronic filing. Only traditional methods of filing by physical delivery of original papers or by fax filing are presently acceptable.

**Reminder When Seeking To Dismiss Or To Obtain Settlement Approval:**

"A dismissal of an entire class action, or of any party or cause of action in a class action, requires

<sup>1</sup> See California Rule of Court, Rule 3.768.

1 court approval. . . . Requests for dismissal must be accompanied by a declaration setting forth the facts  
2 on which the party relies. The declaration must clearly state whether consideration, direct or indirect, is  
3 being given for the dismissal and must describe the consideration in detail.<sup>2</sup> If the parties have settled  
4 the class action, that too will require judicial approval based on a noticed motion (although it may be  
5 possible to shorten time by consent for good cause shown).

6 **Reminder When Seeking Approval of a Settlement:**

7 Plaintiff(s) must address the issue of any fee splitting agreement in their motion for preliminary  
8 approval and demonstrate compliance with California Rule of Court 3.769, and the Rules of Professional  
9 Conduct 2-200(a) as required by *Mark v. Spencer* (2008) 166 Cal.App. 4<sup>th</sup> 219.

11 Pending further order of this Court, and except as otherwise provided in this Initial Status  
12 Conference Order, these proceedings are stayed in their entirety. This stay precludes the filing of any  
13 answer, demurrer, motion to strike, or motions challenging the jurisdiction of the Court; however, any  
14 defendant may file a Notice of Appearance for purposes of identification of counsel and preparation of a  
15 service list. The filing of such a Notice of Appearance is without prejudice to any challenge to the  
16 jurisdiction of the Court, substantive or procedural challenges to the Complaint, without prejudice to any  
17 affirmative defense, and without prejudice to the filing of any cross-complaint in this action. This stay is  
18 issued to assist the Court and the parties in managing this complex case through the development of an  
19 orderly schedule for briefing and hearings on procedural and substantive challenges to the complaint and  
20 other issues that may assist in the orderly management of these cases. This stay does not preclude the  
21 parties from informally exchanging documents that may assist in their initial evaluation of the issues  
22 presented in this case; however it stays all outstanding discovery requests.

23 Plaintiff's counsel is directed to serve a copy of this Initial Status Conference Order along with a  
24 copy of the attached Guidelines for Motions for Preliminary and Final Approval of Class Settlement on  
25

26  
27  
28  

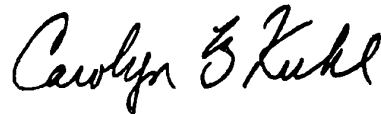
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2 California Rule of Court, Rule 3.770(a)

1 counsel for all parties, or if counsel has not been identified, on all parties, within five (5) days of service  
2 of this order. If any defendant has not been served in this action, service is to be completed within  
3 twenty (20) days of the date of this Order.

4 If all parties have been served, have conducted the required meet and confer, and are ready to  
5 fully participate in the status conference prior to the assigned date, counsel may contact the clerk of  
6 Department 309 and request an earlier date for the Initial Status Conference.

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9 Dated: April 26, 2017



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11 Carolyn B. Kuhl  
12 Judge of the Los Angeles Superior Court  
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**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 04/26/17

DEPT. 309

HONORABLE CAROLYN B. KUHL

JUDGE

J. MANRIQUE  
BY V. SOLIS, JAT  
E. MUNOZ, C.A.

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NOT REPORTED

Reporter

BC656654

Plaintiff  
Counsel

NICOLE ROMANO

NO APPEARANCES

VS

Defendant  
Counsel

SCI DIRECT INC

COMPLEX 04/26/17

**NATURE OF PROCEEDINGS:**

COURT ORDER REGARDING NEWLY FILED CLASS ACTION

By this order, the Court determines this case to be Complex according to Rule 3.400 of the California Rules of Court. The Clerk's Office has randomly assigned this case to this department for all purposes.

By this order, the Court stays the case, except for service of the Summons and Complaint. The stay continues at least until the Initial Status Conference. Initial Status Conference is set for June 14, 2017, 2:45 p.m. in this department. At least 10 days prior to the Initial Status Conference, counsel for all parties must discuss the issues set forth in the Initial Status Conference Order issued this date. The Initial Status Conference Order is intended to help the Court and the parties manage this complex case in order to reduce litigation costs by developing an orderly schedule for briefing, discovery, and court hearings. The parties are encouraged to informally exchange discovery prior to the Initial Status Conference.

Responsive pleadings shall not be filed until further Order of the Court. Parties must file a Notice of Appearance in lieu of an Answer or other responsive pleading. The filing of a Notice of

MINUTES ENTERED  
04/26/17  
COUNTY CLERK

04282017

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 04/26/17

DEPT. 309

HONORABLE CAROLYN B. KUHL

JUDGE

J. MANRIQUE  
BY V. SOLIS, JAT  
E. MUNOZ, C.A.

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NOT REPORTED

Reporter

BC656654

Plaintiff

Counsel

NICOLE ROMANO

NO APPEARANCES

VS

Defendant

SCI DIRECT INC

Counsel

COMPLEX 04/26/17

**NATURE OF PROCEEDINGS:**

Appearance shall not constitute a waiver of any substantive or procedural challenge to the Complaint. Nothing in this order stays the time for filing an Affidavit of Prejudice pursuant to Code of Civil Procedure Section 170.6.

Counsel are directed to access information on procedures in the Complex Litigation Program courtrooms on the Court's website at [www.lacourt.org](http://www.lacourt.org).

Pursuant to Government Code Section 70616 subdivisions (a) and (b), each party shall pay a fee of \$1,000.00 to the Los Angeles Superior Court within 10 calendar days from this date.

The plaintiff must serve a copy of this minute order and the attached Initial Status Conference Order on all parties forthwith and file a Proof of Service in this department within seven days of service.

**CLERK'S CERTIFICATE OF MAILING**

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the April 26, 2017 Minute Order and Initial Status Conference Order (Complex Litigation Program) upon each party or counsel named below by

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

DATE: 04/26/17

DEPT. 309

HONORABLE CAROLYN B. KUHL

JUDGE

J. MANRIQUE  
BY V. SOLIS, JAT  
E. MUNOZ, C.A.

DEPUTY CLERK

HONORABLE

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

NONE

Deputy Sheriff

NOT REPORTED

Reporter

BC656654

Plaintiff  
Counsel

NICOLE ROMANO

NO APPEARANCES

VS

Defendant  
Counsel

SCI DIRECT INC

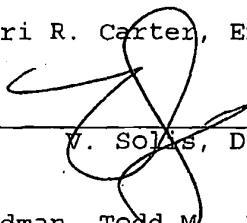
COMPLEX 04/26/17

**NATURE OF PROCEEDINGS:**

placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Dated: April 26, 2017

Sherri R. Carter, Executive Officer/Clerk

By:  V. Solis, Deputy Clerk

Friedman, Todd M., Esq.  
Bacon, Adrian R., Esq.  
Law Offices of Todd M. Friedman, P.C.  
21550 Oxnard St, Ste 780  
Woodland Hills, CA 91367

04282017

MINUTES ENTERED  
04/26/17  
COUNTY CLERK



## **Exhibit C**



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## Case Summary

### CASE SUMMARY

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Please make a note of the Case Number.

Click here to access document images for this case.

If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Case Number: BC656654

NICOLE ROMANO VS SCI DIRECT INC

Filing Date: 04/06/2017

Case Type: Other Employment Complaint (General Jurisdiction)

Status: Pending

### Future Hearings

06/14/2017 at 02:45 pm in department 309 at 600 South Commonwealth Ave., Los Angeles, CA 90005

Initial Status Conference

[Documents Filed](#) | [Proceeding Information](#)

### Parties

DOES 1 TO 50 - Defendant/Respondent

FRIEDMAN TODD M. ESQ. - Attorney for Plaintiff/Petitioner

ROMANO NICOLE - Plaintiff/Petitioner

SCI DIRECT INC - Defendant/Respondent

[Case Information](#) | [Party Information](#) | [Proceeding Information](#)

### Documents Filed (Filing dates listed in descending order)

04/26/2017 Order (INITIAL STATUS CONFERENCE ORDER (COMPLEX LITIGATION PROGRAM) )

Filed by Clerk

04/13/2017 Proof-Service/Summons (SUMMONS, COMPLAINT, CIVIL CASE COVER SHEET, ADDENDUM, NTC OF CASE ASSIGNMENT, VOLUNTARY EFFICIENT LITIGATION STIP )

Filed by Attorney for Plaintiff/Petitioner

04/06/2017 Complaint

[Case Information](#) | [Party Information](#) | [Documents Filed](#)

Case Summary - Online Services - LA Court

Page 2 of 2

Proceedings Held (Proceeding dates listed in descending order)

04/26/2017 in Department 309, Carolyn B. Kuhl, Presiding

Order-Complex Determination - Case Determined to be Complex

[Case Information](#) | [Party Information](#) | [Documents Filed](#) | [Proceeding Information](#)

[NEW SEARCH](#)

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Art Showcased in  
Los Angeles Courthouse Jury Rooms



"Fishing" by David Sanchez  
2013 - Teen 1st Place



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